CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
FEBRUARY 6, 2024

City Hall
303 East B Street, Ontario, CA 91764

MAYOR PAUL S. LEON • MAYOR PRO TEM DEBRA DORST-PORADA
COUNCIL MEMBERS ALAN D. WAPNER, JIM W. BOWMAN AND RUBEN VALENCIA

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 comment by email, submit your comments 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 comments 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 will be entered into the record.

Comments will be limited to 3 minutes. 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.

ACCOMODATIONS

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 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

Dorst-Porada, Wapner, Bowman, Valencia, Mayor/Chairman Leon

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be 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
  Ruben Valencia v. City of Ontario, Case No. CIVSB2302751

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Inland Oversight Committee v. City of Ontario, Case No. CIVSB2310190

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Southwest Jet Fuel Co. v. CDTFA, Case No. 22CECG01224

ATTACHMENT: 20240206 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Wapner

INVOCATION

Dr. Maribel Zacapa, The Church of God of Prophecy

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 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.

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.

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.

Each member of the public wishing to address the City Council on items listed on the Consent Calendar will be given a total of 2 minutes.

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of January 2, 2024, and approving same as on file in the Records Management Department.

ATTACHMENT: 20240102 Minutes (not official until approved)

2. BILLS & PAYROLL

Bills December 22, 2023 through January 18, 2024, and Payroll December 17, 2023 through January 13, 2024.

3. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR THE RELINQUISHMENT OF STATE ROUTE 83 (EUCLID AVENUE)

That the City Council adopt a Resolution authorizing the City Manager to execute a Cooperative Agreement with the California Department of Transportation (Caltrans) to relinquish State Route 83 (Euclid Avenue) to the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR RELINQUISHMENT 508-S WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO RELINQUISH STATE ROUTE 83 (EUCLID AVENUE) WITHIN THE CITY OF ONTARIO FROM THE SOUTH CITY LIMIT AT MERRILL AVENUE TO THE NORTH CITY LIMIT AT THE INTERSTATE ROUTE 10 FREEWAY EXCEPTING THEREFROM ANY PORTIONS WITHIN THE STATE ROUTE 60 FREEWAY.

ATTACHMENT: Coop. 08-1759 Clean HQ.docx
ATTACHMENT: Resolution^02^RESO^RM
ATTACHMENT: Euclid Ave Treatment & Management Plan.pdf
ATTACHMENT: HPTMP Appendix A Photos.pdf
ATTACHMENT: HPTMP Appendix B Historic Euclid Ave CDF Map.pdf
ATTACHMENT: HPTMP Appendix C Previous Determinations of Eligibility.pdf
ATTACHMENT: HPTMP Appendix D Ontario King Standard Lamppost & Masonry Curb Plan & Historic Preservation Ordinance.pdf

4. ADOPTION OF ORDINANCE TO APPROVE FILE NO. PUD21-002, A PLANNED UNIT DEVELOPMENT FOR A 0.48-ACRE PARCEL OF LAND LOCATED AT 413 WEST EMPORIA STREET

That the City Council consider and adopt an Ordinance approving File No. PUD21-002, the Emporia Work/Live Lofts Planned Unit Development, establishing development standards and design guidelines to facilitate joint work/live quarters at 413 West Emporia Street.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD21-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT AND

PERFORMANCE STANDARDS AND DESIGN GUIDELINES FOR 0.48-ACRES OF LAND LOCATED AT 413 WEST EMPORIA STREET WITHIN THE LUA-2N (ARTS DISTRICT- NORTH) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1049-059-03.

ATTACHMENT: File No. PUD21-002 Emporia Work Live Lofts PUD^ORD^RM
ATTACHMENT: File No. PUD21-002 PUD Emporia Live Work^03

5. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH FORD OF UPLAND, LLC FOR THE PROCUREMENT OF FORD ORIGINAL EQUIPMENT MANUFACTURER PARTS AND REPAIR SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 5 to the Goods and Services Agreement with Ford of Upland, LLC, of Upland, California, in the amount of $70,000, for a total not-to-exceed contract amount to $370,000 for the procurement of Ford original equipment manufacturer (OEM) parts and repair services.

ATTACHMENT: Amendment No. 5 Ford of Upland .pdf

6. AN AMENDMENT TO THE GOODS AND EQUIPMENT PURCHASE AGREEMENT WITH ALL AMERICAN ASPHALT FOR ASPHALT MATERIALS

That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Goods and Equipment Purchase Agreement with All American Asphalt, of Corona, California, in the amount of $146,000, for a total not-to-exceed contract amount of $1,111,970 to complete the residential street overlay program for Fiscal Year 2023-24.

ATTACHMENT: Amendment No. 1 FY 23-24.pdf

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WINDSONG PRODUCTIONS, LLC FOR VIDEO PRODUCTION SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Windsong Productions, LLC, of Fresno, California to extend the scope of services and increase funding for a total not-to-exceed contract amount of $812,302.

ATTACHMENT: Windsong Productions LLC Revised

8. A RESOLUTION APPROVING THE ADOPTION OF PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

That the City Council take the following actions:

A. Adopt a Resolution authorizing the Post-Employment Benefits Trust to be administered by Public Agency Retirement Services (PARS); and
B. Authorize the City Manager to execute the agreement for administrative services with Public Agency Retirement Services (PARS).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE

ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS).

ATTACHMENT: Adoption of Public Agencies Post-Employment Benefits Trust Administered By PARS^01^RESO^RM
ATTACHMENT: 20240206 Agreement for Administrative Services PARS^02 AGR.docx

9. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES LP

That the City Council authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Universal Protection Services LP, dba Allied Universal Protection Services, of Atlanta, Georgia, to extend the term by one year and increase the scope of services and total not-to-exceed amount to $3,765,714.

ATTACHMENT: Universal Protection Services Amendment No. 4

10. AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-012) BETWEEN THE CITY OF ONTARIO AND RICHLAND MEADOWLAND, LTD, STRACK FARMS LAND, LLC, AND RMD INLAND INVESTORS, LLC

That the City Council consider and adopt an Ordinance approving a Development Agreement (File No. PDA21-012) between the City of Ontario and Richland Meadowland, LTD, Strack Farms Land, LLC, and RMD Inland Investors, LLC.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-012, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND RICHLAND MEADOWLAND, LTD A TEXAS LIMITED PARTNERSHIP, STRACK FARMS LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20472 (FILE NO. PMTT21-018), A 47.16 ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EUCALYPTUS AVENUE AND HAVEN AVENUE, WITHIN PLANNING AREA 30 MIXED RESIDENTIAL AND PLANNING AREA 31 MIXED RESIDENTIAL OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005), AND MAKING FINDINGS IN SUPPORT THEREOF - APN(S): 0218-331-31 AND 0218-331-52.

ATTACHMENT: File No. PDA21-012 Richland Ontario Developers LLC^01 EXH A&B
ATTACHMENT: File No. PDA21-012 Richland Ontario Developers LLC 02^ORD^RM
ATTACHMENT: File No. PDA21-012 SC Richland Ontario Developers LC^03 DEV AGR

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

Mayor Leon
Mayor pro Tem Dorst-Porada

Council Member Wapner
Council Member Bowman
Council Member Valencia

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
February 6, 2024

ROLL CALL: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

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

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Ruben Valencia v. City of Ontario, Case No. CIVSB2302751

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Inland Oversight Committee v. City of Ontario, Case No. CIVSB2310190

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
February 6, 2024
(Continued)

ROLL CALL: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

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

In attendance: Dorst-Porada _, Wapner _, Bowman _, Valencia _, Mayor / Chairman Leon _.

- GC 54956.9(d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
  Southwest Jet Fuel Co. v CDTFA, Case No. 22CECG01224

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
JANUARY 2, 2024
(not official until approved)

JOINT MEETINGS

The Regular Joint Meetings of the Ontario City Council and the Ontario Housing Authority scheduled for January 2, 2024, were cancelled.

Respectfully submitted,

_____
CLAUDIA Y. ISBELL, MMC,
ASSISTANT CITY CLERK/SECRETARY

APPROVED

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Jay Bautista Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR THE RELINQUISHMENT OF STATE ROUTE 83 (EUCLID AVENUE)

RECOMMENDATION: That the City Council adopt a Resolution authorizing the City Manager to execute a Cooperative Agreement with the California Department of Transportation (Caltrans) to relinquish State Route 83 (Euclid Avenue) to the City.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The Relinquishment Agreement will transfer full ownership of Euclid Avenue from Caltrans to the City and the City will receive a one-time lump-sum payment of $23,449,000 to be authorized by the California Transportation Commission (CTC) at their May 2024 meeting. The transfer of ownership is anticipated to occur in July 2024. The City is currently reviewing maintenance records and anticipating annual expenses to be incorporated into the Fiscal Year 2024-25 budget. Ongoing maintenance costs will be absorbed through the current Citywide maintenance programs.

BACKGROUND & ANALYSIS: The City approached Caltrans and formally initiated the relinquishment of Euclid Avenue in August 2020. Assembly Bill No. 744 was passed in September 2021 indicating that the CTC may make a determination to relinquish portions of Euclid Avenue contained within the City provided that Caltrans and the City enter into a Relinquishment Agreement.

The area of relinquishment of Euclid Avenue is from the northern City limit at Interstate Route 10 to the southern City limit at Merrill Avenue. The relinquishment does not include the areas within State Route 60 nor the west side of Euclid Avenue between Riverside Drive and Merrill Avenue as this area is within the City of Chino.

Caltrans conducted and approved Relinquishment Assessment Reports (RARs) in 2023. The purpose of the RARs is to determine if relinquishment is appropriate from a state transportation perspective. According to the RARs, highways under Caltrans jurisdiction that do not serve regional or statewide transportation needs should be considered for relinquishment, allowing local agencies more control in the operation of the transportation system to better represent community interests.

In order for the City to assume control of Euclid Avenue, a Relinquishment Agreement must be executed between Caltrans and the City. The terms of the Agreement provide that once the roadway is relinquished to the City, the City will assume full maintenance, ownership, responsibility, control and liability of Euclid Avenue.

Caltrans, in partnership with the City, has prepared a Historic Property Treatment and Management Plan (HPTMP) which fulfills regulatory compliance for the relinquishment of the historic segment of Euclid Avenue. The public right-of-way from Philadelphia Street to the I-10 was designated as Local Landmark No. 67 by City Council on January 16, 2001. On August 10, 2005, the public right-of-way from Philadelphia Street in Ontario to 24th Street in Upland was listed on the National Register of Historic Places as a significant cultural landscape. Contributing character-defining features of the resource include the 60-foot wide median, historic rock curb, scored sidewalks, King standard light posts, double planting of California pepper trees (Schinus molle), silk oaks trees (Grevillea robusta), and other mature vegetation such as deodar trees (Cedrus deodara) and Canary Island palms (Phoenix canariensis). The HPTMP will provide guidance to the City on appropriate maintenance practices and future improvements in a manner that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Implementation of the HPTMP will preserve, protect and enhance the historic character and quality of Euclid Avenue, streamline environmental review for future improvement projects, and safeguard Euclid Avenue’s position on the National Register of Historic Places.

STATE HIGHWAY
RELINQUISHMENT AGREEMENT

This AGREEMENT, executed from effective from _____(date)_____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Ontario, a municipal corporation of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, pursuant to California Streets and Highways Code Sections 73 and 383, are authorized to enter into a cooperative agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.

2. CALTRANS intends to relinquish to CITY that portion of State Route (SR) 83 from Merrill Avenue to SR 10 as shown in Exhibits A-1 through A-4, which are attached to and made a part of this agreement, referred to hereinafter as RELINQUISHED FACILITIES. This relinquishment is based on legislative enactment. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.

3. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair. CALTRANS and CITY have negotiated an understanding that CITY will accept and assume full maintenance, ownership, responsibility, control and liability in perpetuity over the RELINQUISHED FACILITIES in exchange for the payment of $23,449,000 or some other allocation made by the CTC that is deemed to be in the best interest of CALTRANS

4. CALTRANS and CITY, individually referred to as PARTY and collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this AGREEMENT constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.

2. To accept the allocation determined by the CTC as CALTRANS' only payment obligation for the RELINQUISHED FACILITIES.

3. To accept ownership, including all of CALTRANS's current obligations, rights, title, and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.

4. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in the "Environmental Disclosure Memo: Relinquishment Rel - #508-S" (EDM) dated June 6, 2023, and Caltrans CEQA Determination form Categorically Exempt (CE) dated 11/13/2023. CITY has received and reviewed a copy of the above-referenced EDM and CE. It is understood that within one year prior of the CTC date of approval of the resolution of relinquishment, CALTRANS will conduct a review of the above-referenced EDM and CE and if it determines that there is substantive or potentially substantive adverse change to the environment that did not exist at the time of the above-referenced EDM and CE, CALTRANS shall immediately notify CITY of said changes. If no substantive or potentially substantive adverse change to the environment is found to exist, acceptance of the relinquishment in its current environmental condition shall remain in effect. Copies of the above-referenced EDM and CE and any updates are available at the district environmental office. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.

2. To forward and support CITY's request to the CTC for the allocation of $23,449,000 with the expectation that the CTC will determine that this or some other allocation is in the best interest of CALTRANS. CALTRANS agrees to pay CITY, within thirty (30) days of funding approval by the CTC, the amount of $23,449,000 or any other allocation approved by the CTC. The payment of those funds will represent CALTRANS' only payment obligation for the purpose of the RELINQUISHED FACILITIES.

3. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.

4. Upon CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

2. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

3. CALTRANS reserves the right to enter, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to modify signage, drainage, and other improvements if any necessary for State Highway operations. CITY agrees to allow CALTRANS access to operate, maintain, remove, or modify CALTRANS' facilities if any retained in those RELINQUISHED FACILITIES.

4. CITY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the Environmental Disclosure Memo (EDM) dated June 6, 2023 and Categorically Exempt (CE) dated 11/13/23, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.

5. CALTRANS shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the EDM dated June 6, 2023 and CE dated 11/13/23, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.

6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

8. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.

9. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office and payment by CALTRANS of $23,449,000 any other allocation made by the CTC to CITY, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CITY OF ONTARIO

Project Manager: Jay Bautista_____

Phone Number: (909) 395-2120

E-mail: jbautista@ontarioca.gov

Billing Address: 303 East B Street, Ontario, CA 91764

CALTRANS

Project Manager: Mohammed H. Rahman

Phone Number: (909) 501-9320

E-mail: mohammed.rahman@dot.ca.gov

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By:_____

District 8 Director

VERIFIED OF FUNDS & AUTHORITY:

By:_____
Corina Harriman
District 8 Budget Manager

APPROVED AS TO FORM &
PROCEDURE:

By:_____
Attorney
Department of Transportation

CERTIFIED AS TO FINANCIAL TERMS
& POLICIES:

By: _____
HQ Accounting Supervisor

CITY OF ONTARIO
For Electronic or Digital Signature Only

By:_____
Scott Ochoa
City Manager

Attest:_____
City Clerk

APPROVED AS TO FORM &
PROCEDURE:

By:_____
Best, Best & Krieger, LLP
City Attorney

EXHIBIT A-1 Relinquishment Map

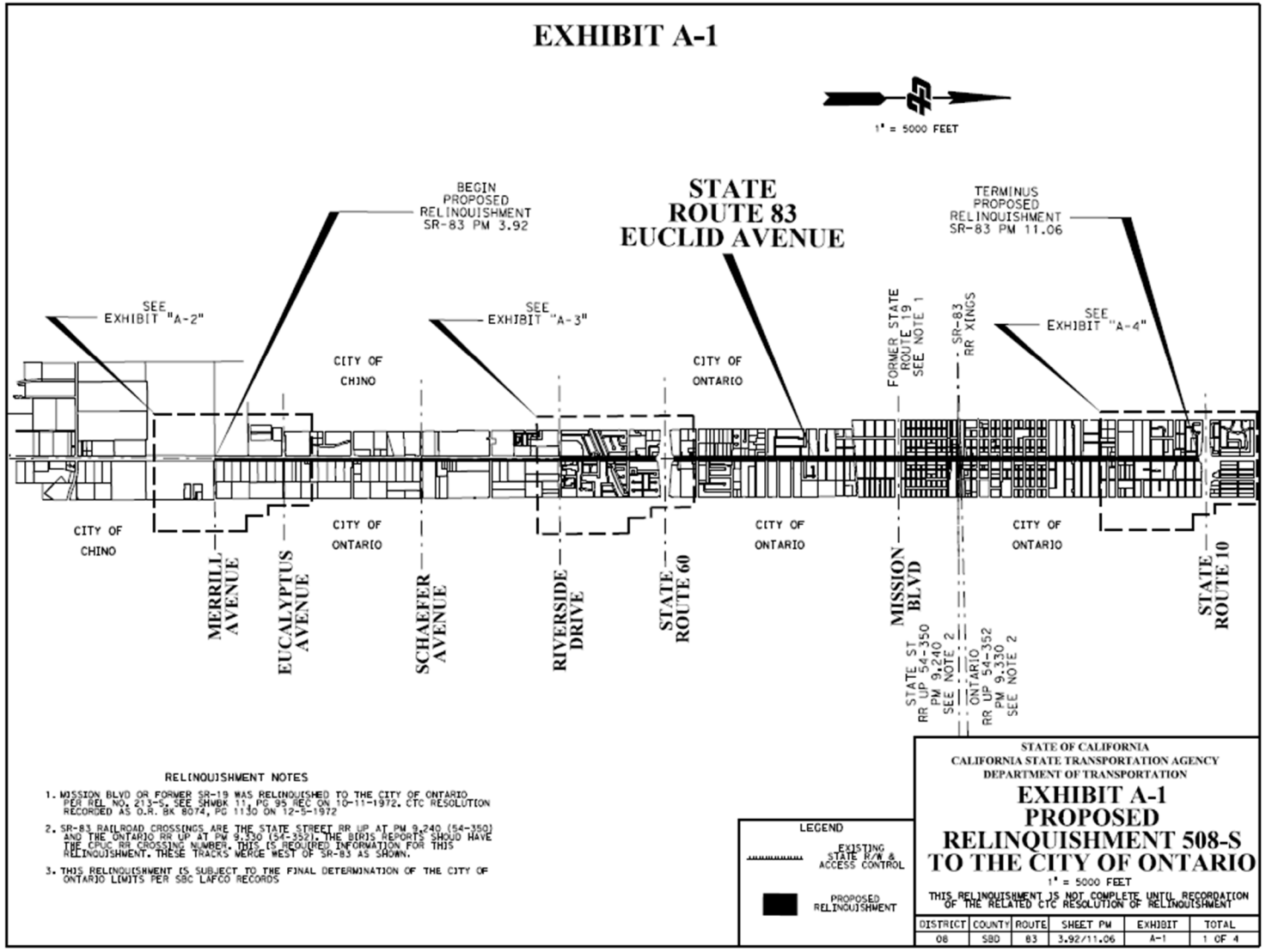


EXHIBIT A-2 Relinquishment Map

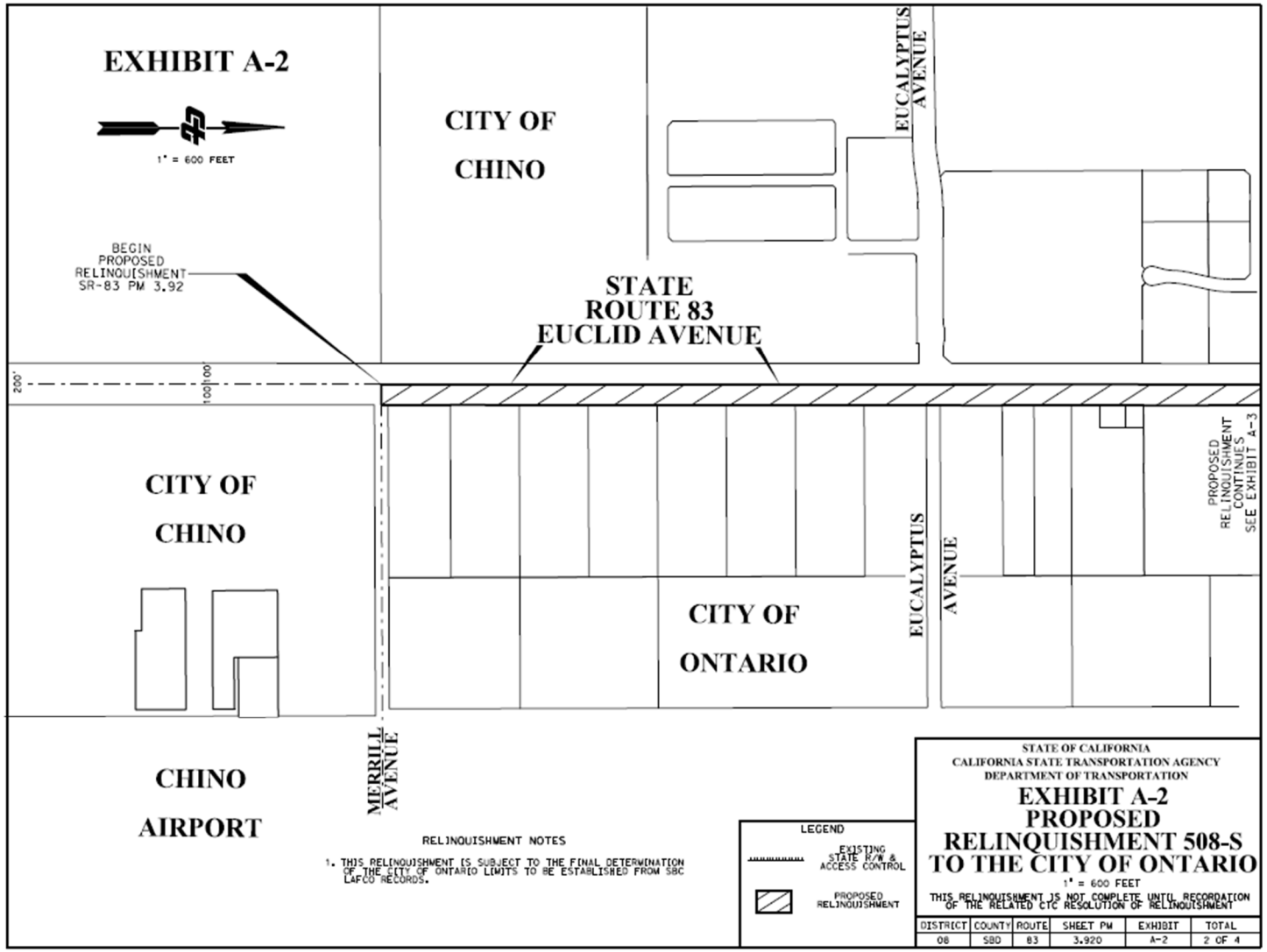


EXHIBIT A-3 Relinquishment Map

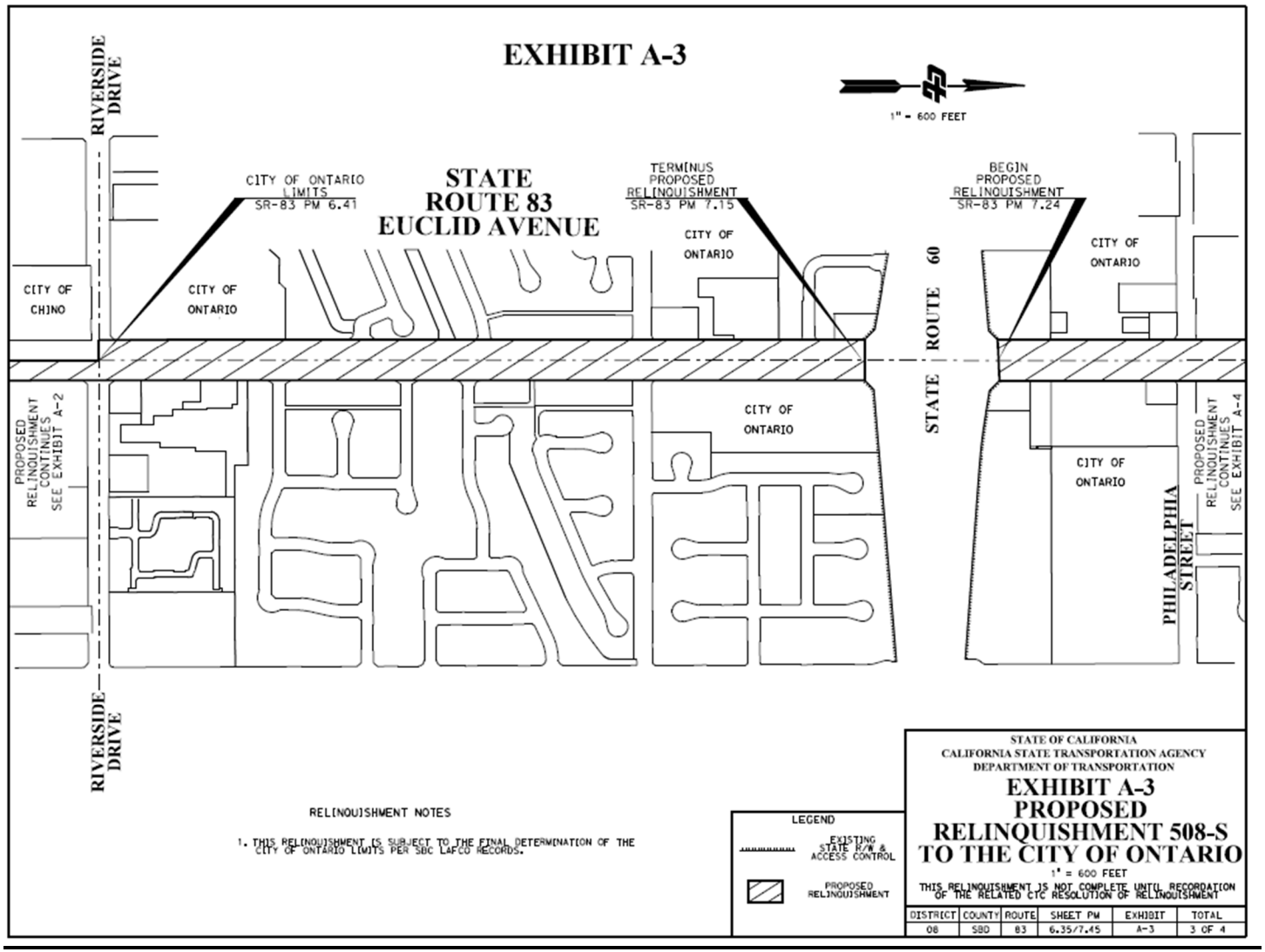
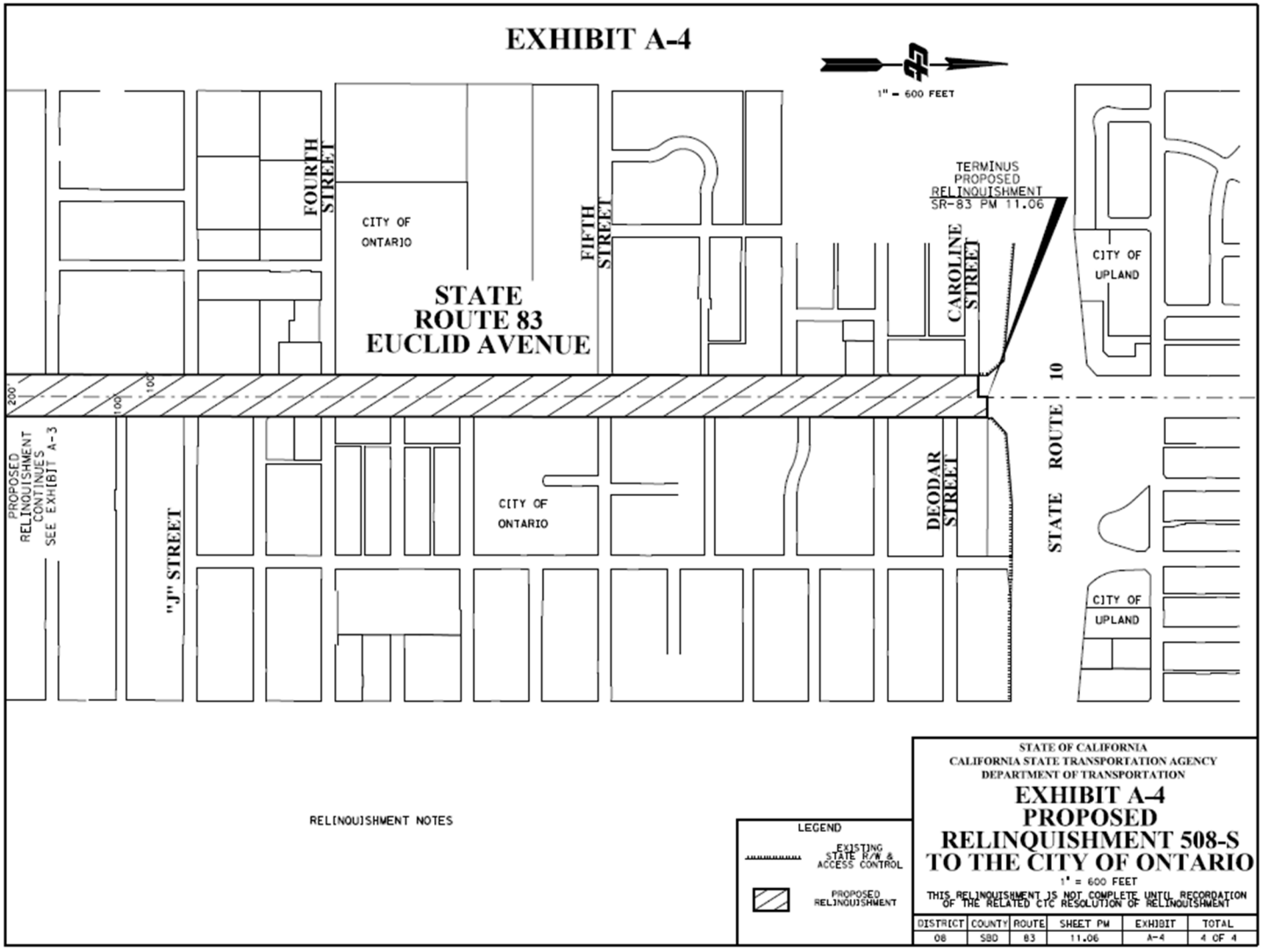


EXHIBIT A-4 Relinquishment Map



RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR RELINQUISHMENT 508-S WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO RELINQUISH STATE ROUTE 83 (EUCLID AVENUE) WITHIN THE CITY OF ONTARIO FROM THE SOUTH CITY LIMIT AT MERRILL AVENUE TO THE NORTH CITY LIMIT AT THE INTERSTATE ROUTE 10 FREEWAY EXCEPTING THEREFROM ANY PORTIONS WITHIN THE STATE ROUTE 60 FREEWAY.

The City Council of the City of Ontario does hereby resolve as follows:

WHEREAS, the State of California Department of Transportation ("Caltrans") is authorized to relinquish certain areas of right of way pursuant to Streets and Highways Code Section 73 within a local agency's jurisdiction, with the local agency's consent, and with the approval of the California Transportation Commission ("CTC"); and

WHEREAS, Caltrans and the City of Ontario ("City"), pursuant to California Streets and Highways Code Sections 73 and 383, are authorized to enter into a Cooperative Agreement providing for relinquishment by Caltrans to the City of a portion of State Highway 83 ("SR-83") also known as Euclid Avenue. Said portion referred to hereinafter as Relinquished Facilities; and

WHEREAS, Caltrans desires to relinquish to the City those portions of SR-83 (Euclid Avenue) within City limits from Post Mile 3.92 to Post Mile 7.15 (South City limit at Merrill Avenue to State Route 60) and from Post Mile 7.24 to Post Mile 11.06 (State Route 60 to the North City Limit and the I-10 Freeway), as depicted in Exhibits A-1 through A-4, attached hereto and incorporated by this reference; and

WHEREAS, Caltrans is willing to make a lump sum payment to the City to satisfy its obligations set forth in the Cooperative Agreement; and

WHEREAS, the City is willing to accept the Relinquished Property from Caltrans upon approval by the CTC of a Resolution of Relinquishment and Caltrans' recording of said Resolution in the County Recorder's Office as a means to fulfill its obligations under the Cooperative Agreement; and

WHEREAS, the City is willing to accept and implement the Historic Property Treatment and Management Plan for the segment of Euclid Avenue that is listed on the National Register of Historic Places; and

WHEREAS, upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, City will accept and assume full maintenance, ownership, responsibility, control, and liability in perpetuity over the Relinquished Facilities in exchange for the payment of $23,449,000 with the expectation that the CTC will determine that this or some other allocation made by the CTC is in the best interest of Caltrans; and

WHEREAS, relinquishment will occur upon both the approval by the CTC of a Resolution of Relinquishment and recording of said Resolution in the County Recorder's Office; and

WHEREAS, with the intention of facilitating ongoing negotiations between the Parties, the City Council desires to authorize the City Manager to execute the Cooperative Agreement; and

WHEREAS, prior to relinquishing any portion of a state highway, Caltrans must provide ninety (90) day written notice of its intention to relinquish said highway to the city council under Section 73 of the Streets and Highways Code unless the council waives this requirement; and

WHEREAS, the execution of this Resolution constitutes City's waiver of the ninety (90) day notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code; 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. The City Council hereby finds and determines that the Recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

SECTION 2. The City of Ontario desires to accept the Relinquished Property upon approval by the CTC of a Resolution of Relinquishment and Caltrans' recording of said Resolution in the County Recorder's Office.

SECTION 3. The City Council of the City of Ontario hereby waives the ninety (90) day notice of intention to relinquish pursuant to Streets and Highways Code Section 73.

SECTION 4. The City Manager, or designee, is authorized to take all steps needed to accept the relinquishment, including, without limitation, accepting and executing any certificates of acceptance, relinquishments, grant deeds, any other documents, and any other actions as may be necessary in furtherance of the relinquishment.

SECTION 5. This activity is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the relinquishment in question may have a significant effect on the environment.

SECTION 6. The City Clerk shall certify to the adoption of the Resolution.

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of February 2024.

_____
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. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held February 6, 2024 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. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held February 6, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A-1 Relinquishment Map

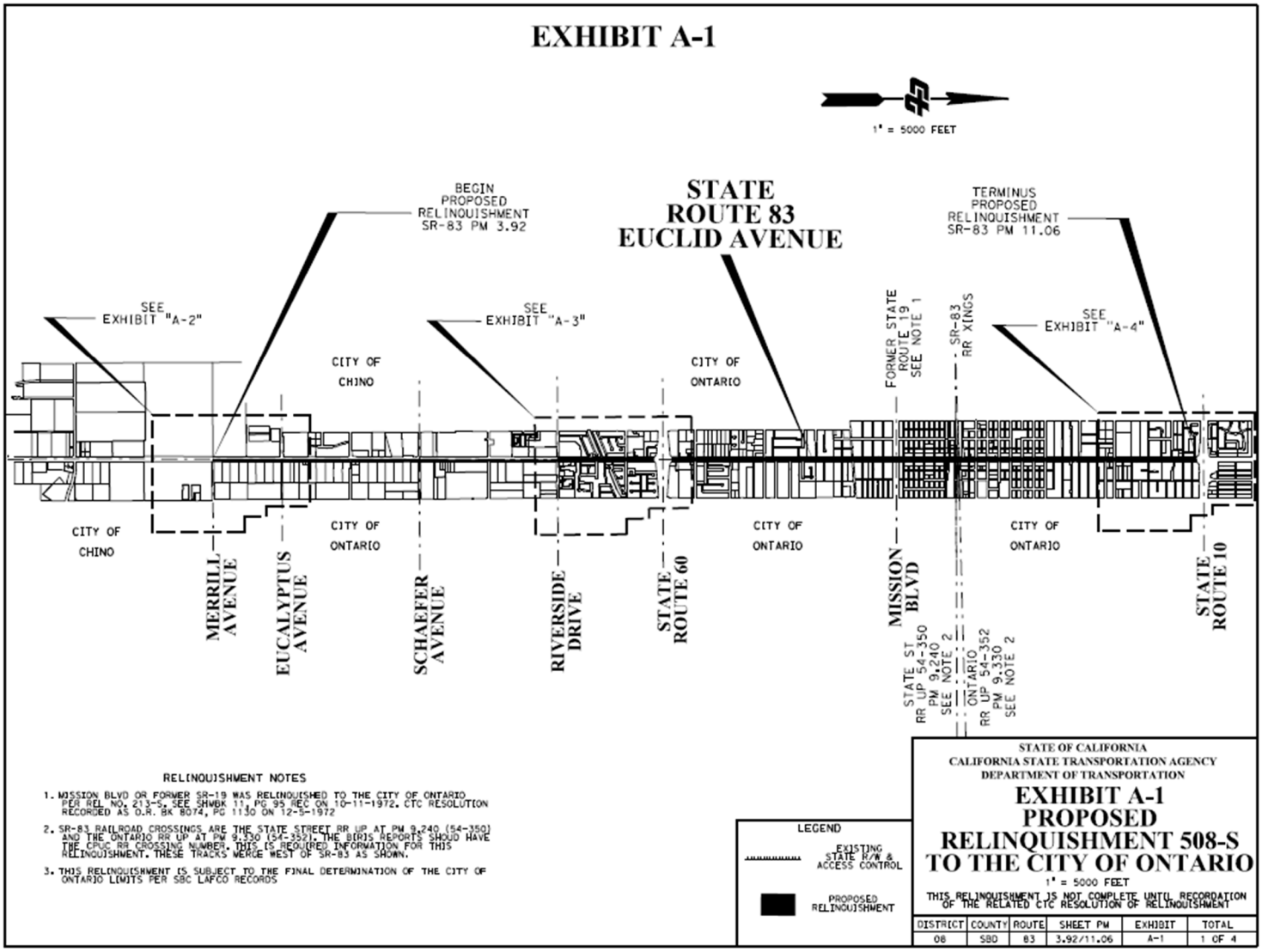


EXHIBIT A-2 Relinquishment Map

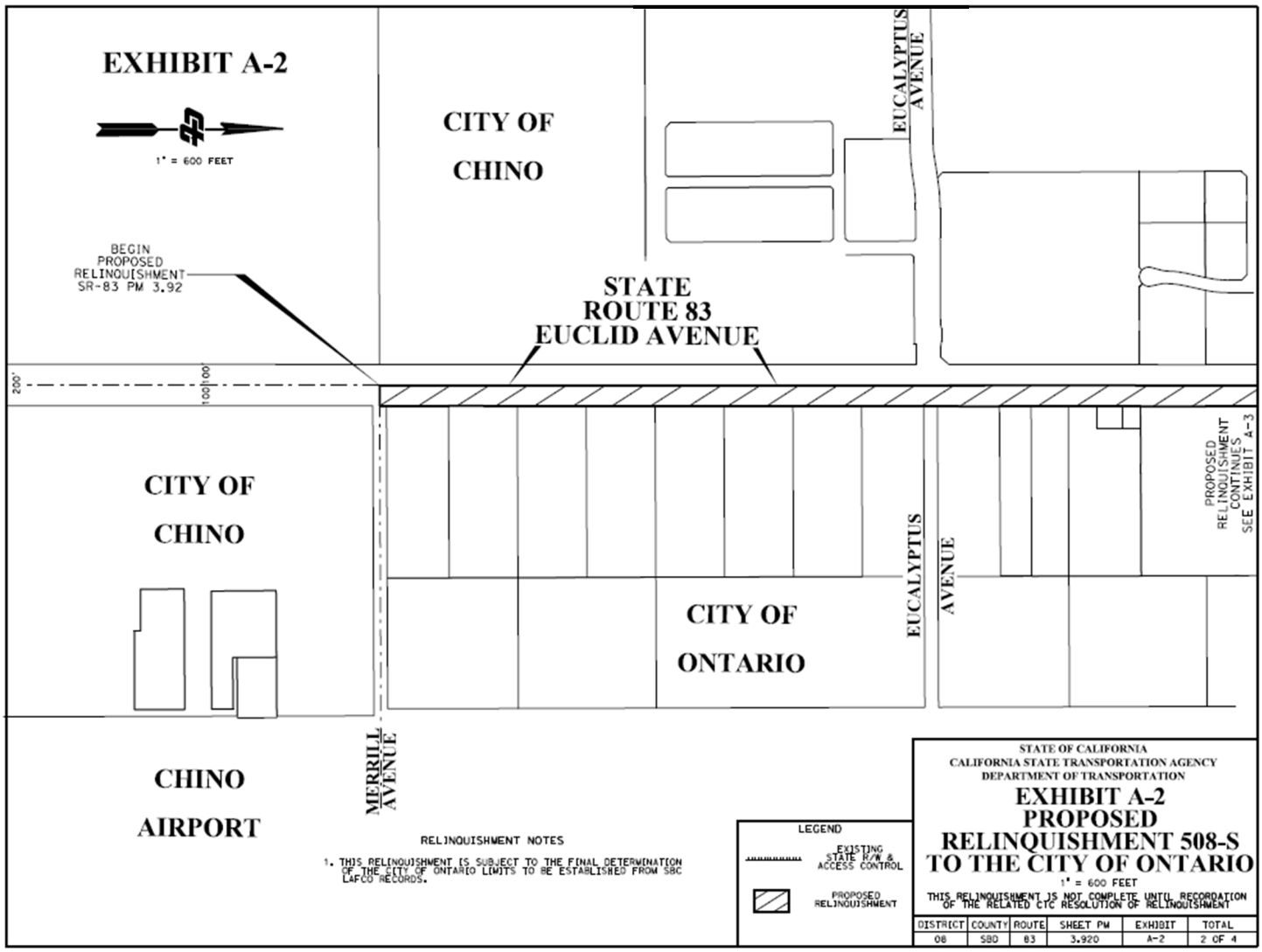


EXHIBIT A-3 Relinquishment Map

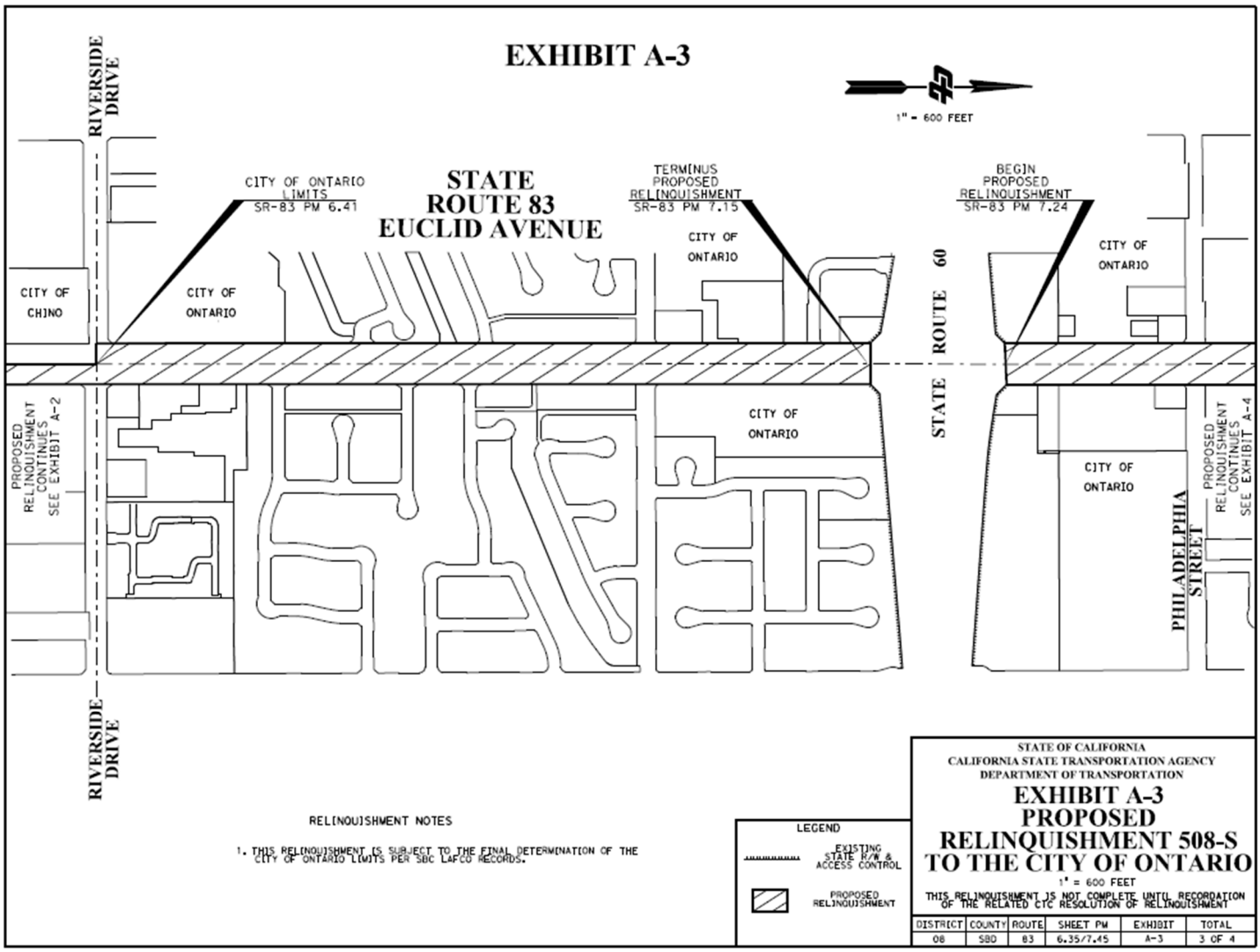
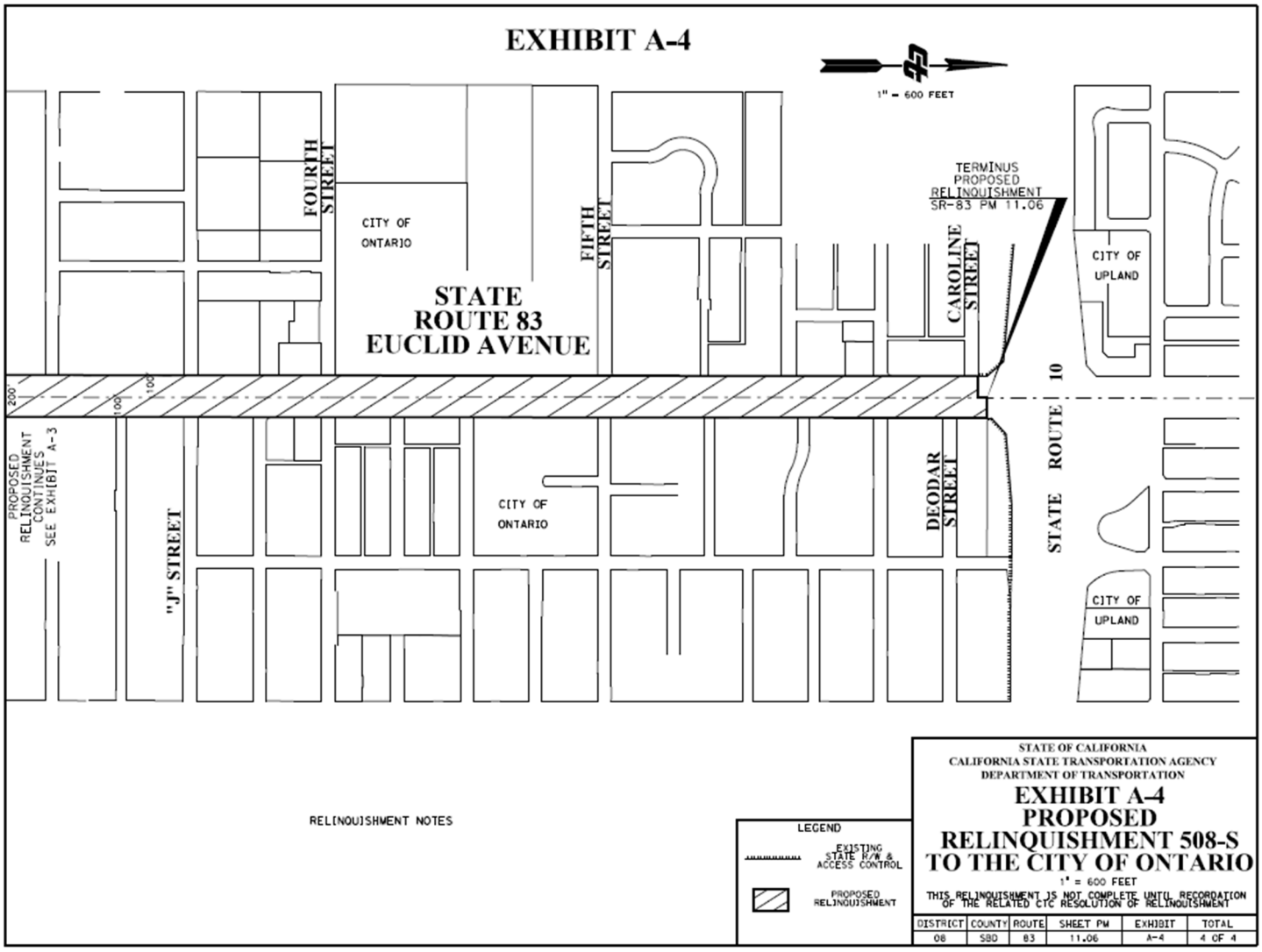


EXHIBIT A-4 Relinquishment Map



Euclid Avenue

City of Ontario San Bernardino County

Historic Property Treatment and Management Plan



Figure 1 Ontario Lithograph 1880's, Caltrans District 8 Library.

Prepared by:

Caltrans District 8
Environmental Planning
Cultural Studies (MS 825)
464 W. Fourth Street, 6th Floor
San Bernardino, CA 92401-140

The City of Ontario
303 E B St, Ontario, CA 91764

December 2023

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APPENDICES

Appendix A: Photos

Appendix B: Maps

- Euclid Ave CDF Map

Appendix C: Previous Determinations of Eligibility:

- NRHP Nomination Form
- Euclid Ave Historic District Local Designation

Appendix D: City of Ontario Ordinances

- Ontario Historic Preservation Ordinance
- Ontario Permits, Actions, and Decisions
- King Standard Lamppost Plan
- Masonry Curb Plan

1.0 INTRODUCTION

Euclid Avenue is part of California State Route 83 (SR-83) and runs from 24th Street in the City of Upland to the Chino Valley Freeway (SR-71) through the Cities of Upland, Ontario and Chino in the westernmost portion of San Bernardino County. An 8.4-mile segment of Euclid Avenue that spans the cities of Upland and Ontario from 24th Street to the north to Philadelphia Street to the south (See Figure 1) was determined eligible for listing in the National Register of Historic Places (NRHP) in 1977 with concurrence by the Keeper of the National Register (see Appendix C: Previous Determinations of Eligibility). As an NRHP-eligible historic property, Euclid Avenue was automatically listed in the California Register of Historical Resources (CRHR) and thus is also an Historical Resource subject to the California Environmental Quality Act (CEQA). This segment was officially listed in the NRHP on August 10, 2005.

Formerly, the entire alignment of Euclid Avenue was part of State Route 83. Euclid Avenue north of the I-10 freeway, (comprising the northern portion of the NRHP-listed Euclid Avenue historic property) was relinquished by the California Department of Transportation (Caltrans) to the City of Upland on July 8, 2008. The Euclid Avenue right-of-way (ROW) from the I-10 Freeway south remains SR-83 and is owned and operated by Caltrans. At the present time, Caltrans is relinquishing Euclid Ave. (SR-83), from the I-10 freeway south through the City of Ontario to Merrill Ave., including the remaining southern portion of the historic property that spans from the I-10 Freeway to Philadelphia Street in the City of Ontario.

Because the segment of Euclid Avenue between Philadelphia Street and the I-10 Freeway is a state-owned historical resource, state-agency actions (projects) on the route are subject to the regulatory requirements under Public Resource Code 5024 and 5024.5 (PRC 5024). When prudent and feasible, PRC 5024 requires state agencies to inventory and formulate policies to preserve and maintain state-owned historical resources under their jurisdiction that are listed in or eligible for inclusion in the NRHP or that are registered or eligible for registration as a state historic landmark.



Figure 2. NRHP Historic Euclid Ave Location Map

This Historic Property Treatment and Management Plan (HPTMP) is intended to assist Caltrans in fulfilling regulatory compliance mandated under PRC 5024 for the relinquishment of the Euclid Avenue Historic Property to the City of Ontario. It is also intended to aid the City of Ontario with compliance requirements pursuant to CEQA and the City's historic preservation ordinance to protect the resource's character-defining features in the future to the greatest extent feasible. The City of Upland may also use this HPTMP to maintain the portion of the historic Euclid Avenue under its jurisdiction in a manner consistent with the City of Ontario.

Other state and federal agencies may also utilize this HPTMP to guide best management practices for activities that are subject to the regulatory responsibilities under Section 106 of the National Historic Preservation Act (36 Code of Federal Regulations [CFR] Part 800).

1.1 Purpose and Objectives

Caltrans District 8 Environmental Planning, Cultural Studies Department (Cultural Studies) engaged Statistical Research, Inc. (SRI) and GPA Consulting (GPA) to coauthor this HPTMP for State Route 83 (SR-83) / Euclid Avenue. This effort included conducting background research on the history and significance of Euclid Avenue, engaging Consulting Parties and Stakeholders that have an interest in the preservation of historic Euclid Avenue, and developing treatment measures and guidelines to guide the maintenance and preservation of the character defining features along historic Euclid Avenue.

More specifically, the purpose of the HPTMP is to:

- Preserve, maintain and protect the historic character of Euclid Avenue.
- Provide general historic preservation guidance and appropriate treatments for the historic property in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings.[1]
- Inventory and provide specific treatment recommendations for individual character-defining features (CDFs) along Euclid Avenue to guide best management practices on future projects that may affect the historic property.
- Facilitate agreement among stakeholders such as Caltrans, the Cities of Ontario and Upland, and local groups such as Ontario Heritage, Downtown Ontario Improvement Association, Historic Downtown Upland, and Upland Heritage on how to preserve, protect, implement maintenance and manage the existing CDFs along the corridor.
- Develop best management practices for guidance on future projects along Euclid Avenue that ensures the long-term preservation of the historic property.
- Compile existing information on the corridor to serve as a baseline for future preservation efforts.
- Create consensus for the preservation of Euclid Avenue.

The overall goal of the HPTMP is to provide guidance for future improvements on Euclid Avenue in a manner consistent with the SOIS to avoid or minimize causing an adverse effect on the historic property through implementation of project conditions. An additional goal of the HPTMP is to facilitate relinquishment of Euclid Avenue to the City of Ontario for which the HPTMP would function as a protective covenant/agreement to protect the historic property in the future and to supplement the requirements of the City's existing historic preservation ordinance.

[1] Anne E. Grimmer, The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (Washington, DC: US Department of the Interior, National Park Service, Technical Preservation Services, 2017).

This HPTMP is organized into eight sections that include:

- Chapter 2 - provides a physical description of Euclid Avenue, a summary of its signficance, a chronology of its alterations, and an overview of its history and evolution,
- Chapter 3 - catalogs, categorizes and ranks the CDFs that contribute to the significance of historic Euclid Avenue in illustrated tables that rank the importance of each feature based on a system of grading craftsmanship, conveyed significance, public benefit, visibility, and integrity.
- Chapter 4 - outlines the regulatory requirements as well as general preservation guidance and provides brief treatment recommendations.
- Chapter 5 - outlines the local framework of the City of Ontario for preserving the histoirc property,
- Chapter 6 - provides more detailed reccomendations for treatments for each CDF for compliance with the SOIS
- Chapter 7 - This Implementation of Management and Relinquishment Responsibilities chapter addresses the overall potential effects to the historic property and provides avoidance, treatment, project conditions that comply with the SOIS to minimize effects to the property's CDFs. This section includes detailed plans, step-by-step processes to replace the contributing features in kind, a menu of alternative replacement features and materials that are compatible with the historic character of the property, as well as examples of compatible new features and materials to consider using with new construction along the corridor.
- Chapter 8 – Provides examples of project features and actions that may not meet the SOIS without implementation of conditions or mitigation measures, provides options for mitigation measures and includes a discussion of cumulative effects

The HPMTP will serve as an agreement between Caltrans, the City of Ontario, OHP, stakeholders and local preservation groups on appropriate measures to preserve, protect, maintain and manage the existing CDFs along historic Euclid Ave.

1.2 Project Team Qualifications

The members of the project team who were responsible for preparing this HPTMP are as follows:

- Nicholas Thompson, Associate Environmental Planner, and Andrew Walters, Senior Environmental Planner, Caltrans District 8
- Diane Ayala, Senior Planner, City of Ontario
- Andrea Galvin, Jenna Kachour and Audrey von Ahrens, GPA
- Ken Becker, Scott Thompson, and Patrick Stanton, SRI

Caltrans, the City of Ontario, GPA, and SRI worked closely to develop this HPMTP. Nicholas Thompson, Associate Architectural Historian at Caltrans District 8 performed the majority of the work for the plan, conducting and reviewing cultural compliance on 6 local projects and 3 Caltrans projects within the last 5 years, authored the initial draft of the HPTMP, review and editing. Audrey von Ahrens, Associate Architectural Historian at GPA, used the information provided by Mr. Thompson and conducted research to draft the historical section, CDFs tables, and plan formatting. Andrew Walters, Caltrans Senior Environmental Planner, also conducted substantial work, provided review, editing and oversight. Andrea Galvin, Principal Architectural Historian, GPA, provided review, editing and oversight. Mr. Walters also worked with Diane Ayala, Senior Planner with the Ontario Planning Department, who provided valuable perspective and review on behalf of the City of Ontario to draft the Local Framework section and edit other chapters.

All the team members meet the Secretary of the Interior's Professional Qualifications Standards as outlined in 36 CFR 800 Part 63.

1.3 Methodology

Initially this HPTMP began development as part of the NHPA Section 106 process for a Caltrans federally assisted project to rehabilitate Euclid Avenue. Caltrans determined that the project, which consisted of extensive masonry curb replacement, pavement rehabilitation, curb ramp upgrades, sign replacement, and restriping among other things, would

have an adverse effect on Euclid Avenue. The stakeholder input process discussed in the next section was initiated to assist in developing the HPTMP as mitigation for this adverse effect caused by the project. See Section 1.5 for an explanation of the NHPA Section 106 process.

During the environmental review for the project, however, Caltrans decided to relinquish the Euclid Avenue historic property to the City of Ontario in lieu of continuing the project. Therefore, the compliance effort shifted from an NHPA Section 106 driven focus to Caltrans compliance responsibilities with Public Resources Code (PRC) 5024, which is required to transfer State owned Historical Resources (such as Euclid Avenue) out of state ownership. Once the relinquishment is completed, Caltrans will no longer be the owner/administrator of any part of the Euclid Avenue historic property, the norther portion of the historic property already having been relinquished to the City of Upland in 2008. Therefore, the purpose of this HPTMP shifted to become a supplement to the City of Ontario's existing historic preservation ordinance to guide the City of Ontario in protecting and preserving the character defining features of the historic property in perpetuity.

Caltrans initiated the Euclid Avenue HPTMP process by holding a Stakeholder meeting on January 26, 2022 and invited various stakeholders to participate. A follow up meeting was held February 9, 2022. Once the decision to relinquish the southern portion of SR-83 / Euclid Ave. to the City of Ontario occurred, Caltrans contacted the stakeholders via email on June 28, 2022, to update them on the change from a build project to the relinquishment and invited them to participate in a follow-up meeting.

Caltrans held a meeting on June 28, 2022, with the City of Ontario to discuss the relinquishment, and how Caltrans would approach the Euclid Avenue HPTMP. Caltrans sent follow-up letters to consulting parties on June 30, 2022, to notify them on the relinquishment and solicit any comments or concerns that they may have. No responses were received from any of the stakeholders at that time.

1.4 Stakeholder Input

The following internal and external stakeholders provided input on the HPTMP in meetings held on January 26, 2022, and February 9, 2022:

Internal Stakeholders (Caltrans)

- Planning – Reyna Baexa Baeza-Oregel, District Strategic Initiative Branch Chief; Tatiana Torres, Environmental Planner Generalist
- Project Management – Mohammed Rahman, Caltrans District 8 Project Manager; Christopher Smith, Assistant Project Manager
- Landscape – Miriam Bishop, Caltrans Landscape Associate; Trisha Lamm, Caltrans District 8 Landscape Architect
- Cultural – Andrew Walters, Senior Environmental Planner, Branch Chief; Nicholas Thompson, Architectural Historian, Caltrans District 8 Cultural Studies

External Stakeholders

- City of Upland – Robert Dalquest, Development Services Director; Joshua Winter, Associate Planner
- City of Ontario – Diane Ayala, Senior Planner; Elly Antuna, Associate Planner; Jennifer Hiramoto, Economic Development Director; Philip Marino, Parks and Maintenance Supervisor; Craig Cruz, Senior Associate Engineer; Jay Bautista, Traffic/Transportation Manager
- Downtown Ontario Improvement Association – Ishmael Arias, Executive Director
- Historic Downtown Upland, Inc. – Tammy Rapp, President
- Ontario Heritage – Petrina Delman, President
- Upland Heritage – Kati Parker, President; Nancy Mannon, Board Member

The purpose of the meetings was to discuss historic Euclid Avenue's historical significance, NRHP registration, CRHR listing, and local designation. During the meeting, Caltrans and the project team presented its CDFs and discussed the preservation, maintenance, rehabilitation, restoration, and potential replacement of significant features in the future. Caltrans asked the stakeholders to identify any contributing features that were not included in NRHP nomination as well as any concerns they may have with the preservation, maintenance, rehabilitation, restoration, or replacement of CDFs. After introductions, each stakeholder group identified features along the corridor they felt are important to preserve and voiced their concerns regarding the ongoing preservation of the corridor. Caltrans documented all the additional features identified during this process and included them as CDFs in the HPTMP.

1.5 Regulatory Framework

There are a variety of State and Federal laws and regulations that relate to historic preservation that may be applicable to projects, maintenance or other actions performed on Euclid Avenue. The applicability of these various laws is dependent on the type of project approval needed, permitting, which State or Federal Agencies are involved, and funding. This section is meant to be a broad overview of the potential regulatory framework that could influence preservation efforts on Euclid Avenue.

The Federal Government enacted the National Environmental Policy Act (NEPA) in 1970. This law established a national policy regarding the environment that requires Federal Agencies to consider the effects of their actions (Projects) on all aspects of the "human environment" prior to making decisions. NEPA includes historic properties as part of the human environment that should be protected. The NEPA process involves agencies evaluating the environmental and related social and economic effects of their proposed actions through making a determination that the project classifies as a categorical exclusion (CE) and does not individually or cumulatively have a significant effect on the human environment, or through preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) that discloses potential project impacts and decision-making to other state and federal agencies and to the public. NEPA is often described as an "umbrella" law as its analysis incorporates a broad range of federal laws, regulations, and executive orders.[2]

Federal agencies typically utilize the National Historic Preservation Act, Section 106 process to influence or substantiate their NEPA findings regarding cultural resources or historic properties. Agencies are encouraged to consider their Section 106 responsibilities as early as possible in the NEPA process, and plan their public participation, analysis, and review in such a way that they can meet the purposes and requirements of both statutes in a timely and efficient manner.

The National Historic Preservation Act of 1966 is perhaps the strongest historic preservation law with the most developed guidance. NHPA Section 106 requires that federal agencies identify and assess the effects that actions (projects) they carry out, assist, fund, permit, license, or approve may have on historic properties. If a federally assisted project has the potential to affect historic properties, a Section 106 review will occur. Under the Section 106 review process, the federal agency initiates a consultative process with the State Historic Preservation Officer (SHPO), Native American Tribes, other federal and state agencies, and individuals and organizations with a demonstrated interest in the undertaking. The Lead Agency identifies, assess effects on, and if necessary, develops avoidance or minimization measures to avoid adverse effects on historic properties that may be adversely affected by its action. Agencies must also consider public views and concerns about historic preservation issues when making final project decisions. This HPTMP may be used to assist Federal agencies in their Section 106 responsibilities for example, for projects on Euclid Avenue that require Federal funding or permit approval.

[2] Caltrans Standard Environmental Reference (SER) Volume 1 Guidance for Compliance: Chapter 1: Federal Requirements: Website, https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-1-federal-requirements#Ch1NHPA1966

In fact, this HPTMP was developed heavily relying on guidance and terminology originally developed to assist in NHPA Section 106 review.[3]

Similarly, California passed the California Environmental Quality Act (CEQA) as a California statue in 1970 requiring agencies to assess the environmental effects of their proposed actions prior to making decisions. CEQA includes historical resources as part of the environment that should be protected. Projects with discretionary actions (requiring permits, design review, or subject to the City of Ontario's Historic Preservation Ordinance) require some level of CEQA review. Projects that comply with the treatment measures outlined in this HPTMP would meet the requirements of the City's historic preservation ordinance and allow for projects to be cleared with a CEQA Categorical Exemption (CE) rather than a higher level CEQA document such as an Initial Study (IS) or Environmental Impact Report (EIR).

The California State Legislature enacted Public Resources Code (PRC) § 5024 and § 5024.5 as part of a larger effort to establish a state program to preserve historical resources. These sections of the code require state agencies to take a number of actions to ensure preservation of state-owned historical resources under their jurisdictions.

For project activities and permits that affect Caltrans-owned cultural resources, PRC § 5024 is currently handled under the Caltrans 2015 PRC 5024 Memorandum of Understanding Between the California Department of Transportation and the California State Historic Preservation Officer. The MOU identifies Caltrans role and compliance responsibilities, delegates some of State Historic Preservation Officer's (SHPO's) PRC 5024 responsibilities to Caltrans, and expedites compliance.[4] Caltrans, as part of their PRC 5024 responsibilities, must ensure that state-owned historical resources such as Euclid Avenue are protected by a covenant or historic preservation ordinance upon relinquishment out of state-control. Therefore, this HPTMP can be used to ensure that the Euclid Avenue corridor is protected in the future once relinquished to the City of Ontario.

According to Public Resources Code, Section 5024.5, state agencies such as Caltrans cannot alter the original or significant historical features or fabric, or transfer, relocate, or demolish historical resources under its responsibility without, early in the planning processes, first giving notice and a summary of the proposed action to the SHPO for review and comment. If the SHPO determines that a proposed action will have an adverse effect on a listed historical resource, the state agency having jurisdiction over the historical resource and the SHPO shall adopt prudent and feasible measures that will eliminate or mitigate the adverse effects.

The 1980 amendments to the National Historic Preservation Act of 1966, established the Certified Local Government (CLG) Program to encourage the direct participation of local governments in the identification, evaluation, registration, and preservation of historic properties within their jurisdictions and promote the integration of local preservation interests and concerns into local planning and decision-making processes. The CLG program is a partnership among local governments, the State of California Office of Historic Preservation (OHP), and the National Park Service (NPS) which is responsible for administering the National Historic Preservation Program.[5]

Ontario is a CLG and as such, they have responsibilities under their ordinance to inventory and protect their historic properties, including Euclid Avenue. Therefore, this HPTMP can be used as a guide to assist the City in complying with their requirements under their CLG program.

[3] Advisory Council on Historic Preservation (ACHP) website, https://www.achp.gov/protecting-historic-properties/section-106-process/introduction-section-106; ACHP, Integrating NHPA and Section 106, https://www.achp.gov/integrating_nepa_106

[4] Caltrans Standard Environmental Reference (SER) Volume 2 Cultural Studies: Public Resources Code 5024 Website, https://dot.ca.gov/programs/environmental-analysis/cultural-studies/public-resources-code-5024

[5] Office of Historic Preservation Website: Certified Local Government Program (CLG), https://ohp.parks.ca.gov/?page_id=21239. According to the Definitions Section IV.A Certified Local Government (CLG): As defined in PRC 5020.1(b), a CLG "means a local government that has been certified by the NPS to carry out the purposes of the NHPA of 1966."

Generally speaking, though using slightly differing terminology, these various laws and programs require application of best practices and methodology to determine which properties are historic and should be protected, provide requirements for consideration of effects on historic properties or historical resources by project activities, and provide requirements for avoidance, minimization, or mitigation of effects. These laws are referred to variously throughout this HPTMP and are briefly discussed again in the Conclusion chapter.

1.6 Definitions

The purpose of this section is to provide a brief discussion of the similarities and differences in terminology used by the various environmental review processes discussed in the previous section. In sum, NHPA uses the terms such as historic property and adverse effect, while CEQA uses the terms historical resource and substantial adverse change. PRC 5024, while a state law, uses the terms state owned historical resource, but uses the Section 106 affect terminology. However, all three processes make use of the Secretary of the interior Standards to reduce or avoid significant impacts or adverse effects.

Historic Property – a property determined eligible for the NRHP with SHPO concurrence, or a property registered in the NRHP.

Historical Resource – a property determined eligible for the CRHR with SHPO concurrence, or a property registered in the CRHR.

Character defining feature (CDF) – the features of an historic property that are most important to preserve in order avoid or minimize harm, to develop appropriate mitigation measures, or to determine whether proposed rehabilitation, preservation, maintenance and other activities are consistent with the Secretary of the Interior's Treatment of Historic Properties. See Chapter 3 for a more detailed discussion of CDFs.

Adverse Effect – An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics (CDFs) of a historic property that qualify the property for inclusion in the National Register of Historic Places (National Register) in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance, or be cumulative. See Chapter 4 for a more detailed discussion of adverse effects.

Significant Impact / substantial adverse change - Substantial adverse change to the significance of an historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired.

SOIS – The Secretary of the Interior's Standards for the Treatment of Historic Properties. The Standards for the Treatment of Historic Properties address four treatments: preservation, rehabilitation, restoration, and reconstruction. As stated in the regulations (36 CFR Part 68) promulgating the Standards, "one set of standards …will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available, and interpretive goals, when applicable. The Standards will be applied taking into consideration the economic and technical feasibility of each project." These Standards apply not only to historic buildings but also to a wide variety of historic resource types eligible to be listed in the National Register of Historic Places. This includes buildings, sites, structures, objects, and districts.

NRHP – National Register of Historic Places. The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

CRHR – California Register of Historical Resources. The State Historical Resources Commission has designed this program for use by state and local agencies, private groups and citizens to identify, evaluate, register and protect California's historical resources. The Register is the authoritative guide to the state's significant historical and archeological resources. The California Register program encourages public recognition and protection of resources of architectural, historical, archeological and cultural significance, identifies historical resources for state and local planning purposes, determines eligibility for state historic preservation grant funding and affords certain protections under the California Environmental Quality Act.

2.0 DESCRIPTION AND HISTORY OF THE PROPERTY

Historic Euclid Avenue traverses the cities of Upland and Ontario in the westernmost part of San Bernardino County, approximately 35 miles due east of Los Angeles. Euclid Avenue extends approximately 8.4 miles from 24th Street on the north in the City of Upland (at the foothills of Mount Baldy and the San Gabriel Mountains) to Philadelphia Street (historically Ely Street) on the south in the City of Ontario. It traverses Downtown Ontario (between Main Street and G Street) and Downtown Upland (between 8th Street and Arrow Highway) where development along Euclid Avenue is characterized by one- to three-story commercial and institutional buildings abutting the parkways. The rest of Euclid Avenue is developed with a mix of residential, institutional, and commercial buildings. Blocks of single-family residences are characterized by continuous front yard setbacks. Within these areas, commercial development typically consists of auto-oriented commercial uses concentrated at major intersections.

2.1 Physical Description

Throughout its extent, Euclid Avenue is a spacious, tree-lined boulevard with a 200-foot-wide right-of-way (ROW) comprising two 55-foot-wide drives—one northbound and one southbound—separated by a 60-foot-wide landscaped median and bordered by 15-foot-wide landscaped parkways. It has six lanes of traffic (three lanes running south and three lanes running north) in Ontario and four lanes of vehicle traffic (two lanes running south and two lanes running north) in Upland with bike lanes and street parking. At major intersections are turning lanes with connective crosswalks.

The 60-foot-wide medians extend the full length of Euclid Avenue. They are predominantly passive open space flanked by rows of trees. Within the City of Ontario, the medians are primarily landscaped with manicured grass lawns and in Upland, with compacted earth and mulch. The medians are each bordered with masonry curbs constructed with either original concrete and granite or replacement concrete. Where there are east-west pedestrian crosswalks along Euclid Avenue, the north and south edges of the medians have scored concrete sidewalks.

Trees within the median are primarily California pepper (Schinus molle) trees, 50 feet on center, originally planted in 1883. Some date palm (Phoenix dactylifera) trees, originally planted in 1883 alternating with the peppers but largely removed within the first decade of their existence, typically remain at intersections. Many of the original trees remain, most notably north of Foothill Boulevard to 24th Street, that remain their original condition. Other tree specimens have been planted over the years in varying amounts throughout the median. They include southern magnolias (Magnolia grandiflora), cedar deodar (Cedrus deodara), American sweet gum (Liquidamber styraciflua), scotch pines (Pinus sylvestris), carob (Ceratonia siliqua), and citrus trees.

Also, there are curved concrete plant beds, located periodically along the outside edges within the medians of Euclid Avenue in Ontario. They are planted with a variety of Armstrong registered roses, most notably the Charlotte Armstrong Rose, which is the official flower of the City of Ontario.[6] Some of the medians have strips of compacted earth at the north and south ends, which are occasionally landscaped with large boulders or arroyo stones.

In the Downtown commercial portion of Ontario, between Holt Boulevard (originally A Street) on the south and F Street on the north, the center medians feature concrete sidewalks around the entire perimeters. Situated along the sidewalks are various spaces paved with brick and concrete with masonry planters and metal park benches. The medians in Downtown Ontario also feature lampposts located along the perimeters as well as several built structures and objects. These include the Mule Car

[6] John S. Armstrong founded Armstrong Nurseries in 1889 after purchasing three lots from Charles Chaffey at Euclid Avenue and D Street. Specializing in Eucalyptus and Olive trees, as well as roses and other ornamentals, he established a mail-order catalog business in 1902. He introduced his first series of rose varieties in the 1920s and became world-famous in the 1930s with the establishment of a research and development department headed by Dr. Walter Lammerts, who created hybridized farm roses, such as 'Chrysler Imperial' and 'Charlotte Armstrong' (Ontario's official flower). Armstrong Nursery, now Armstrong Garden Centers, continues to be in service for over 130 years. J. Boyajian, "Finding Aid: John S. Armstrong Nursery Collection, 1889-1984,"Ontario City Library Robert E. Ellingwood Model Colony History Room, October 2007.

display (located at the north end of the median between Holt Boulevard and B Street); the Veterans Memorial (located at the south end of the median between B and C Streets); and the Women's Christian Temperance Union (WCTU) drinking fountain and reconstructed community band stand with reconstructed lampposts (located at the south end of the median between C and D Streets).

In Upland, the median primarily consists of landscaped open space, edged with 6-inch stone set-in-concrete curbs. Some portions of the curb are cast-in-place concrete. The Madonna of the Trail Monument (a State Historical Landmark) is in the median north of the intersection of Euclid Avenue and Foothill Boulevard. Immediately north of the Monument is the entrance to the bridal path, a dirt and mulch path down the center of the median, which extends to 24th Street. Concrete benches and the occasional arroyo stone drinking fountain are located along the path. In addition to the tree rows, the east side of the median is lined with wood telephone poles (previously removed from the medians in Ontario).

The parkways border the two drives and are each approximately 15 feet wide. They are edged with masonry curbs and predominantly landscaped with a single row of Silk Oak Trees (or Australian Silver Oak Trees, Grevillea robusta) 30 feet on center, continuous concrete sidewalks, and turf.

The curbs along Euclid Ave consist of original granite cobblestone masonry curbs, in-kind granite cobblestone replacement curbs and modern cast-in-place curbs along the median and parkways. In Upland, the parkways also feature large cobblestone-lined gutters flanking the roadbed. They are constructed from granite rocks set in concrete. The rocks are set in a random rubble pattern. The gutters vary in width and depth. In some locations, they are traversed by driveway bridges, some of which are constructed of arroyo stone, other of which are cast-in-place concrete.

The trees within the parkways are primarily silk oak (Grevillea robusta), planted 30 feet apart; however, other tree specimens are also planted throughout the extent of the parkways. They include date palms (Phoenix dactylifera), southern magnolias (Magnolia grandiflora), cedar deodar (Cedrus deodara), American sweet gum (Liquidamber styraciflua), scotch pines (Pinus = sylvestris), carob (Ceratonia= siliqua), as well as citrus trees.

The continuous sidewalks along the parkways consist of a combination of original scored concrete and replacement concrete sidewalks with various concrete mixtures and paving patterns. The original scored concrete sidewalks have a square scoring pattern found in many of the older neighborhoods of Ontario and Upland. The sidewalk scoring is approximately 2 feet by 2 feet for each square and is 2 squares wide, or approximately 4 feet wide total.

Some areas of the parkway deviate from the typical pattern, most notably through Downtown Ontario and at the Union Pacific Railroad (UPRR; formerly the Southern Pacific Railroad [SPRR]) crossing. In Downtown Ontario, the parkways were fully paved in concrete and many of the original trees were removed. Where trees did exist, they were planted within tree wells consisting of metal grills and/or compacted earth. However, the recent City of Ontario Urban Canopy Tree project continuously planted Chinquapin Oak along the parkways in the downtown area, thus re-establishing the tree line with a different, but compatible species of oak. At the UPRR crossing, the parkways slope upwards away from the drives to accommodate the UPRR overpass. The parkways are compacted earth, sparsely landscaped with shrubs and few trees.

2.2 Alterations to the Historic Property

The original design of Euclid Avenue is largely intact despite alterations that have occurred over time. Known alterations include:

1920-1925	Replacement of the original cast-iron lampposts with Kings Standard cast-Iron lampposts (mid-1920s).
	Removal of the original community bandstand.

Transformation of Holt Boulevard (formerly A Street) from a two-lane scenic road lined with citrus trees and grand Victorian homes into a modern four-lane highway.[7]

1928 Abandonment of the Pacific Electric Railroad Euclid Avenue Line and the removal of the tracks from the median (1928).

1950s Construction of I-10 Freeway, which passes under Euclid Avenue (Bridge No. 54 0445) (early 1950s).

Construction (late 1950s) and reconstruction (1970) of the Freeway Interchange Bridge (Bridge No. 54 0445).

Installation of larger concrete light poles (retrofitted with replacement arms and lights in the 1980s).

1968 Removal of wood distribution poles from Euclid Avenue in Ontario as part of Edison's undergrounding program.[8]

1970 Reconstruction of the Freeway Interchange Bridge: alteration of abutting medians, parkways, sidewalks, and landscaping; alteration of the median between the bridge and 7th Street to allow for an eastbound turn pocket (median was also hardscaped in the same manner as the deck of the extant bridge, which is not in keeping with the historic character of the Euclid Avenue).

1975 Relocation of the WCTU drinking fountain (originally built at the northwest corner of Euclid Avenue and Holt Boulevard in 1901) to its present location north of the intersection of Euclid Avenue and C Street.

1982-1984 Reconstruction of a portion of Euclid Avenue below grade between Park and Transit Streets in Ontario to accommodate the new SPRR (now UPRR) railroad track overcrossing. As a result, some cross-streets were reconfigured into cul-de-sacs and the Chaffey fountain was moved to in front of the Ontario Museum of History & Art (Old City Hall) at 225 S. Euclid Avenue, approximately 150 feet from its original location.

1990s Construction of new Route 30 Freeway between 19th and 21st Streets in Upland. The Route 30 Freeway passes beneath Euclid Avenue.[9]

Replacement of some King Standard Lampposts with Cobra light fixtures by the City of Ontario and Caltrans to improve the safety for vehicular traffic along Euclid Avenue which is State Highway Route 83.

2020 City of Ontario Urban Canopy Tree project continuously planted Chinquapin Oak along the parkways in the downtown area between Holt Boulevard and G Street

Additional alterations, the exact dates of which are unknown, include:

- Reconstruction and replacement of some of the cobblestone curbs and gutters.
- Light modification of the intersection at Euclid and Holt.
- Construction of concrete slabs with benches and planters.
- Removal of many of the cast-iron lampposts.
- Painting of portions of original masonry curbs.
- There are portions of masonry curbs along Euclid Avenue, predominately located south of G Street, that have been replaced over time with modern curbs. In some areas north of G Street, smaller sections of modern curbs have also replaced the granite cobble stone. Some sections of the original granite cobblestone

[7] Ocean to Ocean Highway.pdf.

[8] "The 1968 Removal of Distribution Poles From Euclid Avenue In Ontario Was Done As Part of Edison's Undergrounding Program," The Huntington Digital Library, accessed March 2022. https://hdl.huntington.org/digital/collection/p16003coll2/id/5603

[9] Year 2000 Draft Re-Evaluation Of Determination Of Eligibility For Euclid Avenue

masonry curbs have been replaced over time with in-kind cobblestone masonry curb replacements as well.[10]

- Replacement of dead and diseased landscaping, including replacement of trees due to their natural senescence cycles (some of the replacement trees have not been replanted in kind but have generally been planted in keeping with the overall landscape design).[11]
- Removal of silk oak trees from the downtown area between G Street to Holt Boulevard and parkways lined with concrete. The scored concrete path is not obscured, but concrete with tree planters has been added around the path.

2.3 Summary of NRHP Significance

Euclid Avenue was initially surveyed and determined eligible for listing in the NRHP by Caltrans in 1977 as part of an intensive level survey for a proposed project. The SHPO concurred with this determination of eligibility in June of 1977 (see Appendix C: Previous Determinations of Eligibility).[12] In September of 2004, the City of Ontario Planning Department prepared a NRHP nomination for the property, which was amended on August 8, 2005. As a result, Euclid Avenue was officially listed in the NRHP on August 10, 2005.

Euclid Avenue is listed in the NRHP under Criterion A in the areas of Community Planning and Development and Social History for its significant association with the history of the Ontario Irrigation Colony and the significant contributions of George Chaffey Jr. and William Benjamin (W.B.) Chaffey as well as Charles Frankish to the broad patterns of local history. It is also listed under Criterion C in the area of Landscape Architecture for its significance as an excellent example of historic landscape design.

The period of significance for Euclid Avenue is 1882 to 1940. The beginning date, 1882, coincides with the date the Ontario Irrigation Colony and Euclid Avenue was established by George and William Chaffey. The end date, 1940, coincides with a change in historical development trends in Ontario and Upland, which transitioned away from Euclid Avenue after World War II (1941–1945) due to the population boom and suburban sprawl across Southern California, as well as the establishment of the interstate highway system. The role of Euclid Avenue as the backbone of the cities and main transportation route as well as a significant social element of community diminished.

The historic segment of Euclid Avenue is a historic property for the purposes of CEQA as well as Section 106 of the NHPA and NEPA because it is listed on the NRHP. Properties that are listed on or formally determined eligible for the NRHP are automatically included in the CRHR and therefore the property is also a historical resource for the purposes of CEQA compliance and is subject to the City's local historic preservation ordinance as a local landmark.

2.4 Locally Designated Euclid Ave. Historic District

The NRHP historic property which includes the ROW and is the subject of this HPTMP, traverses a locally designated historic district. In 2013, the City of Ontario, a Certified Local Government (CLG), designated Euclid Avenue and fronting properties from I-10 to G Street in the City of Ontario as a local historic district, the Euclid Avenue Historic District. Therefore, the Euclid Avenue Historic District is also eligible for the CRHR. Within the Euclid Avenue's ROW, the locally designated district overlaps that of the NRHP designation but extends well beyond the boundaries of the NRHP designation and contains a diversity of other resources, including the properties that front Euclid Avenue from north of G Street to south of I-10 at the Ontario City limit. The buildings embody distinct residential architectural styles that vary from the Victorian era to the Post War Era (post-1945) and collectively represent the City's pattern of development starting from 1887 through the 1960s. The historic district is

[10] Nicholas Thompson, "Attachment B: Finding of No Adverse Effect 1K790 Enhance Class III Bike Facilities Along SR-83 / Euclid Avenue Project" (Ontario, CA: April 2021), 4-8.
[11] Caltrans, "Finding of No Adverse Effect with Non-Standard Conditions Interstate 10 Corridor Project" (San Bernardino and Los Angeles Counties: May 2015), 20.
[12] Ronald M. Greenberg to Omar L. Homme, "Determination of Eligibility Notification National Register of Historic Places: Euclid Avenue," October 25,1977, National Park Service Office of Archeology And Historic Preservation.

predominately residential with single and multi-family residences as well as the Gothic Revival First United Methodist Church and the Spanish Revival Chaffey Highschool. The pattern of commercial buildings and uses between G and I Streets represent a shift in development patterns that occurred during the 1950s and is a "transition area" from the downtown commercial area to the residential areas that exists today. The significance of the local district relates to each period of development which is exemplified through the residential architectural styles of the buildings. The district contains 102 properties, of which 75 contribute to and 29 do not contribute to the district. Of the 102 properties within the local district, 30 are also individually designated as City of Ontario Landmarks. It is important to note the locally designated Euclid Avenue Historic District (CRHR) includes the CDFs identified in the NRHP nomination for the 200ft right of way for Euclid Ave. including the median, the trees, masonry curbs and also includes the scored concrete sidewalks, open spaces of and front yard setbacks. The locally designated Euclid Avenue Historic District also includes 102 properties fronting Euclid Ave. from I-10 to G Street, of which 75 of them are contributors (Figure 3).

The Euclid Avenue Historic District includes various periods of growth and development that occurred from 1888 through 1965, each exemplifying different architectural styles significant during each period. The first Period of Settlement occurred from 1888-1900 when Victorian architectural styles became popular. During this era there are grand and modest examples including Victorian Queen Ann and Victorian Stick homes along Euclid Avenue. The Period of Solidification occurred from 1901-1920 when Ontario became established and Craftsman architecture became prominent with grandiose American Four Square and modest bungalows often boasting cobblestone features on the façades. The Progressive Era took place from 1920 through 1930 during a boom in Southern California as industries in oil production, citrus, and tourism increased substantially. Many middle-class homes were designed during this period that included the decorative arts movement to conjure romantic times and portray faraway places including French Eclectic and Spanish Revival architectural styles. During The Great Depression and into WWII from 1930 to 1936, Depression Era homes were constructed more modestly with smaller scale vernacular bungalows lacking any particular architectural style. In the late 1930s, the Chaffey High School was constructed in honor of the Chaffey Brothers in a Spanish Revival architectural style with Works Progress Administration (WPA) funding, as well as other civic buildings and infrastructure throughout the city. As the population grew in Ontario, a surge of building new homes occurred, despite the supply shortages and restrictions on materials during WWII. The Post-War Era, in the 1940's saw a decline in new construction and remodeling until about 1944 when the war ended and industry in the US shifted from war production to post-war production. General Electric and



Figure 3: Locally Designated Historic District

Exchange Orange Products expanded, constructing new buildings, and

adding new jobs. By 1946, 743 new homes were constructed in the Early Post War Tract housing including Minimal Traditional, and Ranch architectural styles. [13]

During the 1950s, the City's urban population experienced a substantial increase, reaching 23,000 and millions of dollars' worth of new construction including new housing was invested in Ontario. This period of extensive development made the greatest impact to Euclid Avenue. The downtown expanded from its original center core north to I Street displacing Victorian era single family homes. Many of these homes were either converted to commercial uses, relocated to other parts of the city, or demolished and replaced with mid-century modern buildings and commercial uses. During this period new commercial buildings utilized architectural styles that were typically used on residential buildings to be compatible with the setting including two medical office buildings that have elements of the Ranch and the Early Post-War architectural styles which feature low pitch hipped roofs, large windows, and open front yard setbacks.[14]

Euclid Avenue itself along with the contributing buildings within the Euclid Avenue Historic District convey the historical significance of Euclid Ave including these different periods of development, exemplifying different architectural styles prominent to each time period.

2.4 Historical Background

The following section includes an historical overview of the early development of Ontario and Upland, followed by a more detailed history of Euclid Avenue.

The communities of Ontario and Upland trace their origin to the Southern California land boom of the late 1880s, sparked by completion of the Atchison, Topeka, and Santa Fe Railroad (ATSF) and SPRR lines through the region. Around this time, the ATSF advertised the cost to ship freight for a few cents less than the SPRR. The ensuing rate war drove fares to an unprecedented low, bringing thousands of passengers to Southern California.[15]

Land investment and speculation was stimulated by the railway competition and new depots, fueling an economic boom. By 1887, 25 townsites had been subdivided in a span of 36 miles between Los Angeles and San Bernardino, including Ontario and Upland.[16]

From the 1880s through the late 1970s, Upland and Ontario were part of the "Orange Empire," so named for its extensive citrus groves, that extended from Pasadena to San Bernardino through a series of smaller communities. The Orange Empire communities originated with agricultural colonies founded in the 1870s and 1880s. These settlements evolved to form a unique culture that was neither urban nor completely rural. While they lacked the congestion of cities and were set amongst unending, uniform rows of citrus orchards, they were not as isolated as more traditional farming settlements. They frequently possessed many of the institutions of small cities, such as colleges or universities, art galleries, museums, and luxury hotels. These were also among the first communities in the West to adopt urban planning ordinances and modern infrastructure such as electric lights.[17]

Ontario was founded by two Canadian brothers, George and William Chaffey, in the early 1880s. The irrigation system, electrical power system, and certain community planning aspects were innovative for that time, including the centralized main thoroughfare of Euclid Avenue. These innovations made Ontario a "Model Colony" for those after it.[18]

Development of Ontario

[13] The Euclid Avenue Historic District Local Designation, The City of Ontario 2013.
[14] Ibid
[15] William Manley Consulting, "Euclid Avenue." HABS No. CA-188, Historic American Buildings Survey (HABS), National Park Service, US Department of the Interior, July 1997, 7, accessed April 2022, https://tile.loc.gov/storage-services/master/pnp/habshaer/ca/ca2300/ca2323/data/ca2323data.pdf.
[16] William Manley Consulting, 7.
[17] William Manley Consulting, 3.
[18] William Manley Consulting, 3.

The Ontario Irrigation Colony (1882–1886)

The Chaffey Brothers

The modern-day cities of Ontario and Upland were initially founded by George Chaffey, Jr. (George) and William Benjamin (W.B.) Chaffey in 1882 as the Ontario Irrigation Colony. The brothers were born in Brockville, Ontario, Canada and were both employed at the shipyards in Kingston, Ontario, Canada in the 1860s and 1870s. Educated as an engineer, George designed and built over 20 ships with his younger brother, W.B., in his employ. In 1878, their father, George Chaffey, Sr. retired and moved to Riverside, California with his wife Annie, W.B., and his third son Charles. There, the Chaffey's planted citrus orchards. In 1880, George joined the family in Riverside.[19]

With George's background as an engineer and W.B.'s background in agriculture, the brothers formed a partnership for the purpose of developing an irrigated agricultural colony. Their first colony was established in early 1882 as the 2,500-acre Etiwanda Irrigation Colony, and included a ground-breaking irrigation system called the Holt-Chaffey Mutual Water Company System.[20] It was one of California's earliest mutual water companies, created by the Chaffeys and Luther M. Holt, a local newspaper publisher who had experimented with mutual water companies in Pomona and Artesia.[21] Their new system ensured that that every landowner in the settlement had a share of the water based on the amount of land they owned. This system became a model for future irrigation developments, including their next project started that same year, the Ontario Irrigation Colony.[22]

[19] Geoffrey Starns and Cathy Wahlstrom, "Euclid Avenue," National Register of Historic Places Supplementary Listing Record, City of Ontario Planning Department, August 10, 2005, Section 8, 1.
[20] Starns and Wahlstrom, Section 8, 2.
[21] The Ontario City Library, Images of America: Early Ontario (Charleston, SC: Arcadia Publishing, 2014), 10.
[22] Starns and Wahlstrom, Section 8, 2.



Figure 4. William Benjamin (W.B.) Chaffey (left) and George Chaffey Jr. (right), n.d. Source: City of Ontario.

Founding the Ontario Irrigation Colony

Using money earned from Etiwanda, the Chaffey brothers acquired lands for a second colony. They named this new colony Ontario after their home province in Canada. In 1882, they purchased 6,216 acres of the Cucamonga Rancho at a cost of $60,000. They supplemented this purchase of land with various railroad and government lands, as well as the 114-acre Kincaid Ranch at the mouth of the San Antonio Creek for $11,000.[23] In total, the Chaffeys amassed approximately 10,000 acres and formed the Ontario Land Company in 1883 to develop and sell Ontario Colony lands.[24] That same year, the SPRR created a stop in Ontario, and the Ontario Land Company office was built on the median of Euclid Avenue just north of the railroad tracks. It also served as Ontario's train depot (see Figure 4 and Figure 6).[25]

[23] Starns and Wahlstrom, Section 8, 2.
[24] William Manley Consulting, 5.
[25] The Ontario City Library, 14.

The Chaffey brothers set out a plan for the Ontario Irrigation Colony based on four fundamental principles:

1. Distribute the water over the whole tract to each farm lot in concrete pipes, each holder to share in the water proportionately to his holding irrespective of distance from the source.
2. Construct a main thoroughfare from one end of the settlement to the other and lay it out in such a way that it will be a thing of beauty forever.
3. Provide a college for the agricultural education of the people of the colony and for the general education of their children.
4. Secure the best possible class of settlers by a reversionary clause in the deeds to each allotment forbidding absolutely the sale of intoxicating liquor.[26]

Concerning the first principle, the Chaffey brothers created the San Antonio Water Company on October 25, 1882 and began laying miles of underground conduit to bring water from San Antonio Creek.[27] The Chaffey's knew that irrigation was key to a successful agricultural settlement. As a self-taught expert in irrigation, George Chaffey surmised that the creeks on the land flowed "inside out," meaning there was much more water underground than on the surface. When the developers of nearby Pomona also claimed water rights to the San Antonio Creek, the Chaffey brothers negotiated that Pomona and Ontario would each receive half the water from within the creek, knowing most of Ontario's water would come from below ground.[28] The Ontario Colony was unique because the water intended not only to irrigate the land but also to generate electricity to operate power pumps for lighting and other power needs.[29]

Creating Euclid Avenue as the main thoroughfare achieved the brothers' second principle. The 200-foot-wide boulevard was planned to run from one end of the Ontario Colony to the other, consisting of two parallel avenues separated by a spacious median and edged by parkways, all landscaped with rows of trees (see **History and Development of Euclid Avenue** below for more details).[30]

To meet the third principle, the Chaffey Agricultural College was established on a 20-acre campus donated by the brothers at the corner of Euclid Avenue and 5th Street. In addition to the campus, the Chaffeys created an endowment for the college by deeding it 320 acres of lots in the colony. Lastly, the brothers met their fourth principle by including a clause in the land deeds stating that if liquor was sold on the property at any time during the next 50 years, its title could be revoked.[31]

The subdivision of the Ontario Colony set a new standard for rural communities. It included three different lot sizes: town lots, villa lots, and farm lots. Euclid Avenue was the main boulevard, intersected by numbered cross streets running east-west at 0.25-mile intervals. These intervals formed ten-acre farm lots. One of the most striking features of the subdivision was that every ten-acre lot had street frontage. Adjacent to the farm lots was a belt of villa lots two-and-a-half acres in size, separated by intersecting streets at 0.125-mile intervals. The Town of Ontario at the southern end of the tract, between 4th Street and the SPRR included 640 acres of lots measuring 33 feet by 150 feet. Within the townsite, intersecting cross streets were placed at intervals of 375 feet. Town lots originally sold from $125 an acre, villa lots brought $250 an acre, and the agricultural lots were priced at $200 an acre.[32]

[26] William Manley Consulting, 5.
[27] William Manley Consulting, 4-6.
[28] Starns and Wahlstrom, Section 8, 2.
[29] William Manley Consulting, 6.
[30] William Manley Consulting, 6.
[31] William Manley Consulting, 6.
[32] William Manley Consulting, 5.

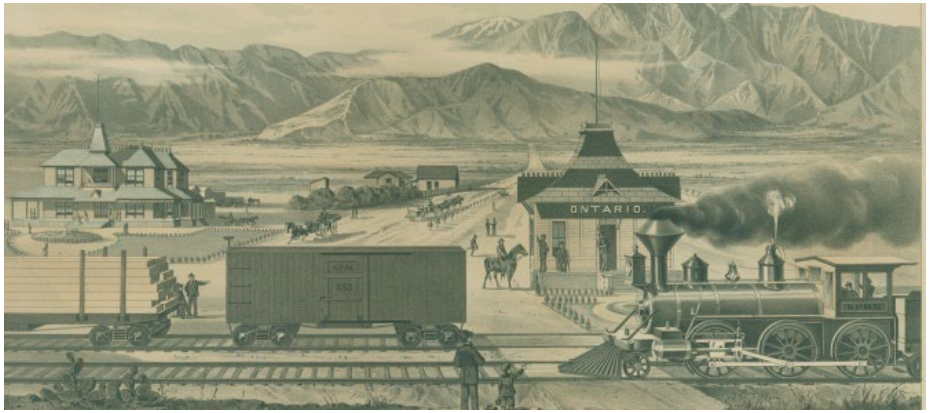


Figure 5. Lithograph showing the early development of the Ontario Irrigation Colony with The Ontario Land and Improvement Company office,1883. Source: Ontario City Library.



Figure 6. The Ontario Land and Improvement Company office, ca.1883. Source: Ontario City Library.

Word of the "Model Colony" soon spread, attracting many settlers from throughout the United States and Canada.[33] In 1885, an Australian politician named Alfred Deakin was in the United States conducting research on water supply for the Australian state of Victoria. He heard about the Chaffey's irrigation colonies and came to Ontario. Impressed by the Ontario Colony, he invited George and W.B. to come to Australia and establish irrigation colonies there. Although their plans for the Ontario Colony were not fully complete, including a water-powered cable car operating down the center of Euclid Avenue,[34] the Chaffey brothers were enticed by the prospect of developing new irrigation colonies in dry areas of Australia.[35] In 1886, the Chaffey brothers sold their interests in the Ontario Land Company (established in 1882) to the newly formed Ontario Land and Improvement Company, which included a small group of investors headed by local resident and developer, Charles Frankish, (see **Growth and Development Under Charles Frankish** (1886–1910s), below) and moved to Australia to develop new irrigation colonies.[36]

The beauty and function of the Chaffey's Euclid Avenue plan set the standard for future settlements within the United States and Australia. On January 17, 1903, the U.S. government chose Ontario as the standard for all U.S. irrigation colonies. In 1904, a model of the colony was prepared for and presented at the St. Louis World's Fair (hence the name, "The Model Colony").[37]

The Chaffey Brothers Leave Their Mark on Ontario

[33] William Manley Consulting, 6.
[34] William Manley Consulting, 6-9.
[35] Starns and Wahlstrom, Section 8, 4.
[36] Starns and Wahlstrom, Section 8, 4.
[37] Starns and Wahlstrom, Section 8, 4.

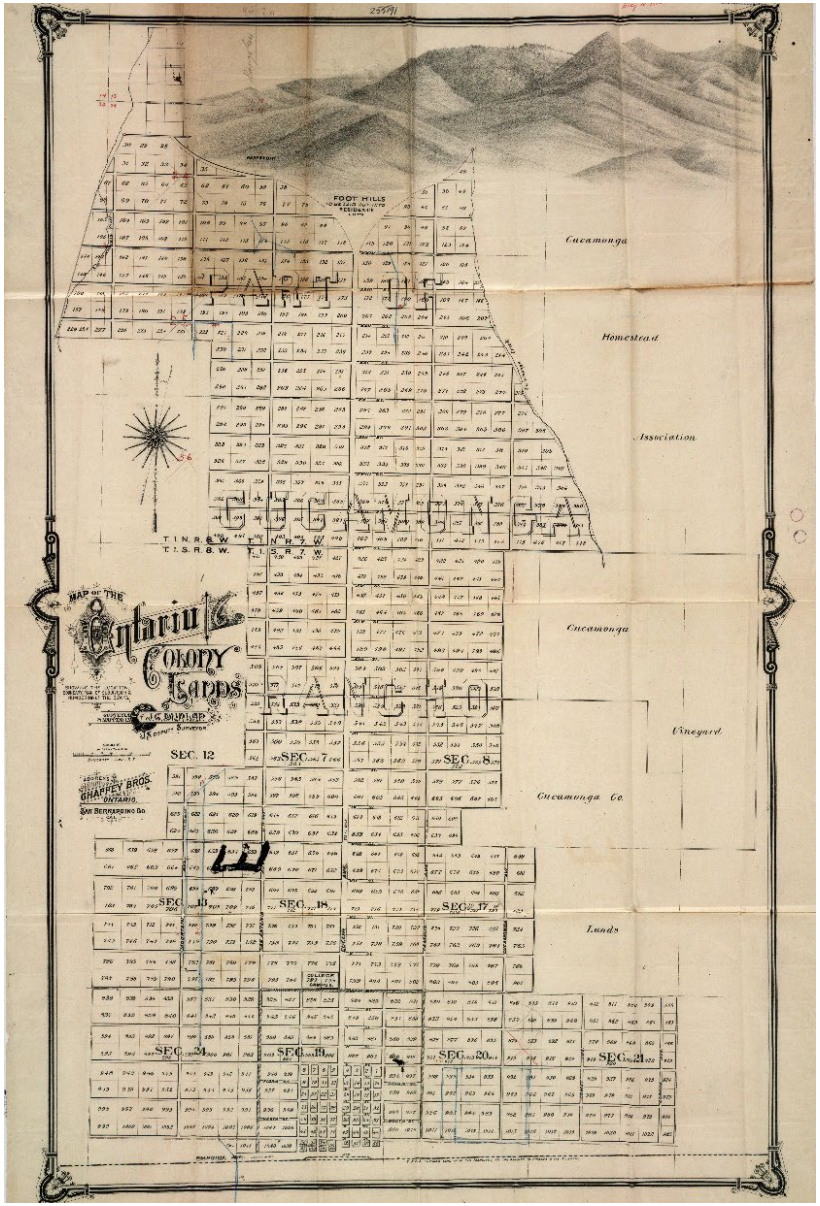


Figure 5. The Ontario Colony lands, 1882. Source: Huntington Digital Library

Growth and Development Under Charles Frankish (1886–1910s)

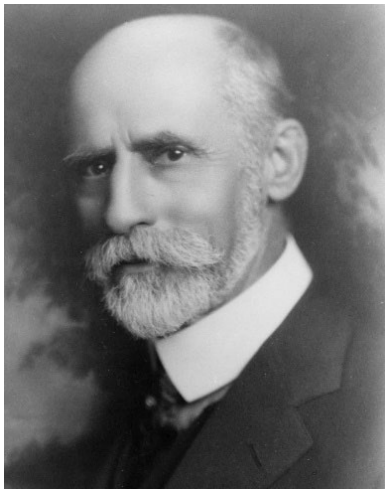


Figure 6. Charles Frankish n.d. Source: Daily Bulletin.

Charles Frankish moved from Riverside to Ontario in 1885 and purchased 80 acres of land on Euclid Avenue, south of the SPRR tracks. A firm believer in the Chaffey brothers' Ontario Irrigation Colony, he foresaw its potential for growth and development. After learning that theChaffey brothers planned to sell their interest in the Model Colony, Frankish joined with a small group of investors to organize the Ontario Land and Improvement Company and assumed the role of president and manager. In March of 1886, the company purchased all of the Chaffey brothers' Ontario holdings.[38]

Frankish immediately commissioned the construction of a water fountain[39] to be located on the median of Euclid Avenue near the railroad tracks as a symbol of prosperity to all visitors that passed through Ontario.[40] The water fountain, known today as the Frankish Fountain, was completed in 1886 at the original location of the land office and SPRR depot building, which was moved to the west side of Euclid Avenue to

[38] Vickie K. Alexander, "Frankish Building," National Register of Historic Places Inventory Nomination Form, August 11, 1980, Section 8.

[39] When the Euclid Avenue underpass was constructed in the 1980s, the fountain was moved to the grounds of the Ontario Museum of History and Art, where it stands today. Starns and Wahlstrom, Section 7, 2.

[40] City of Ontario Planning Department, "Historic Downtown Ontario: Self-Guided Walking Tour," accessed April 2022, https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Historic_Preservation/historic_walking_tour_map_0.pdf.

accommodate the fountain (see **Figure 7**).[41] In 1887, a new, larger SPRR depot was built on East Main Street.[42]



Figure 7. The Frankish Fountain (middle-ground, right of center) and relocated land office building (foreground, left), 1886. Source: Ontario City Library.

Frankish also took an active role in the continued planning and development of Ontario, including San Antonio Heights in the foothills of the San Gabriel Mountains. He designed the landscape into circles and crescents to make efficient use of the hilly terrain (see Figure 8). The layout was completed in 1887.[43] Frankish also had stone gutters installed along Euclid Avenue for flood management, carrying out much of the construction himself.[44]

Frankish also orchestrated the development of the area south of the original colony. In 1886, he purchased the property south of the SPRR to the Rancho Santa Ana Del Chino, and named it the South Side Tract. The South Side Tract began at Holt Boulevard (originally A Street) and extended south to California Street, bounded on the east and west by Sultana and Vine Avenues.[45] Frankish then extended Euclid Avenue south to Philadelphia Street (originally Ely Street), through his new tract. Under his supervision, the extension was laid out and constructed to conform with the Chaffey brothers' original Euclid Avenue plan.[46]

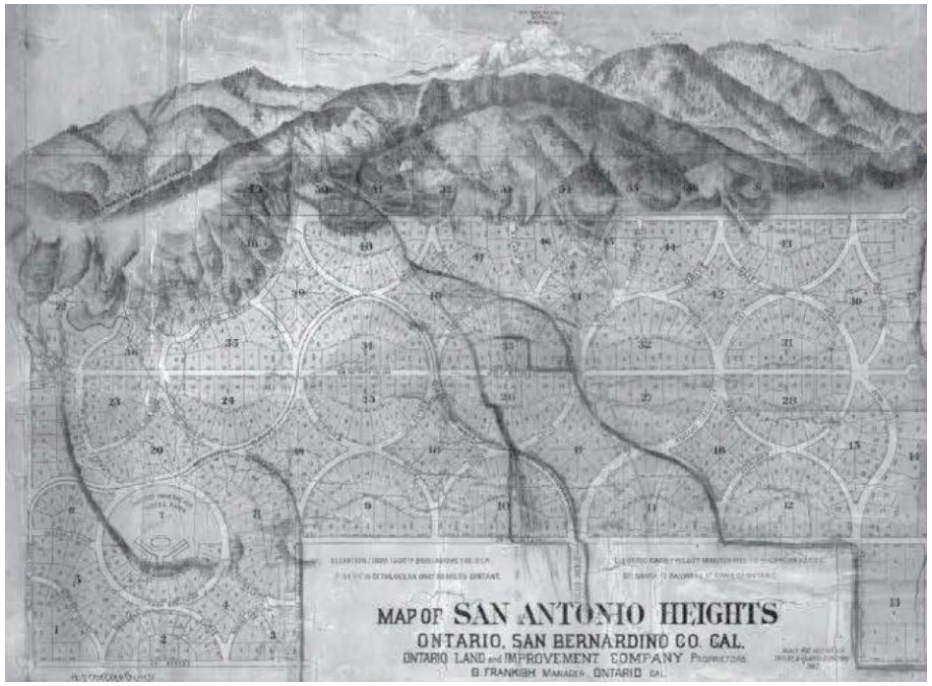


Figure 8. Plan for San Antonio Heights. 1887. Source: Ontario City Library.

Incorporation

With a population of approximately 550, Ontario incorporated on December 10, 1891. The first meeting of the five-man Board of Trustees (known today as the City Council) was held on December 22 that same year.[47] In celebration of the new City, a community bandstand was built in the center median at the intersection of Euclid Avenue and Holt Boulevard (originally A Street) in 1892 (see **Figure 9**).[48]

[41] The Ontario City Library, 18.
[42] In 1917, the depot was completely remodeled. The building was demolished in 1971. The Ontario City Library, 26.
[43] The Ontario City Library, 19.
[44] Alexander, Section 8.
[45] The Ontario City Library, 21.
[46] Starns and Wahlstrom, Section 8, 4.
[47] City of Ontario Planning Department, "Walking Tour."
[48] City of Ontario Planning Department, "Walking Tour."

Despite losing some of his influence over the community when Ontario incorporated, Frankish remained an important figure and continued to deal in real estate and other local enterprises.[49] In 1895, Frankish oversaw the installation of the first system of electric lights in Ontario, which remained under his management until it was sold in 1901 (see **Figure 10**).

In 1912, Frankish bought out the Ontario Land and Improvement Company and formed his own corporation, the Frankish Company. He also served as Vice President of the Ontario People's Mutual Building and Loan Association and as Director of the Ontario Chamber of Commerce, referred to as a "One Man Chamber of Commerce."[50] By the end of his career, Frankish had served the City of Ontario for over 40 years.[51]



Figure 9. Original Community bandstand at Euclid Avenue and A Street (Holt Boulevard)' 1895. Source: Ontario City Library.



Figure 10. System of electric lights along Euclid Avenue, 1900. Source: Ontario City Library.

Development of Upland

In 1887, Edmund and Alfred Bedford purchased 200 acres of land north of the Ontario townsite from the Ontario Land and Improvement Company. Together with their four brothers, they formed a partnership and began laying out the town of Magnolia. They immediately began dividing the land into lots. Soon after, the Magnolia Villa Hotel was constructed, and the Bedfords sold $50,000 worth of lots in the first auction in May 1887.[52]

In the same year, a man named N. W. Stowell, owner of a tract called "Stowell" south of the ATSF depot, also subdivided his holdings. A general store in Stowell housed the first post office, which was named North Ontario. Soon, both the Magnolia and Stowell tracts were known as North Ontario. In 1888, the streets of North Ontario were graded and sidewalks were laid.[53] However, the Bedfords ran into financial trouble and by May of 1888, they had gone bankrupt and were in foreclosure. Their interests were sold to another set of brothers, Charles and Alfred Harwood, in

[49] The Ontario City Library, 7.
[50] Alexander, Section 8.
[51] Alexander, Section 8.
[52] William Manley Consulting, 7-8.
[53] William Manley Consulting, 7-8.

1891.[54] The San Antonio Power and Light Company furnished electricity to North Ontario in 1892.[55]

The community's success was aided in part by the Upland Citrus Association, one of the most active packing plants in the community. By 1902, North Ontario's population had reached 1,000 and would more than double by 1910. In order to better distinguish their growing community from nearby Ontario, the residents petitioned the San Bernardino County Board of Supervisors to change North Ontario's name to Upland in 1902.[56]

In 1901, Ontario had attempted to annex the neighboring town, but its residents opposed annexation, causing a legal battle that would eventually land in the State of California Supreme Court. The fight between Ontario and Upland continued until May 5, 1906, when the residents voted to incorporate in order to avoid annexation, including much of the surrounding citrus groves in the city boundary.[57]

History and Development of Euclid Avenue

Planning and Construction of Euclid Avenue (1882–1885)

Euclid Avenue, named after George Chaffey's favorite mathematician, was conceived and planned by the Chaffey brothers as the centerpiece and main thoroughfare of their Ontario Colony.[58] Euclid Avenue was to extend between the north and south ends of the colony and was planned as a grand boulevard for horses and carriages and an electric trolley line that would travel down the median.[59]



Figure 11. Young date palms and fast-growing pepper trees line Euclid Avenue, ca.1882. Source: Los Angeles Public Library (LAPL).

Construction of Euclid Avenue began in 1882 under the direct supervision of George and W.B. Chaffey.[60] Of the two brothers, W.B. was the experienced horticulturist and was responsible for the plant selections. Species of trees native to Australia were chosen for their drought tolerance and resistance to heat. Original plans called for a double row of date palm trees (Phoenix dactylifera) along the center median; however, in order to provide landscaping while the young date palms grew, the Chaffey brothers decided to incorporate a double row of fast-growing California pepper trees (Shinus molle), to be planted 50 feet on center (see Figure 11).[61] Along the parkways, silk oak (Grevillea robusta) trees were chosen for their ornamental qualities.[62]

Four miles of Euclid Avenue were graded by January 1883. In 1884, the entire stretch of Euclid Avenue to 24th Street was complete.[63] Tree planting began in 1883 and was overseen by Edward J. Jacquet, a native of Switzerland who had worked with the Chaffey brothers at Etiwanda.

[54] The Ontario City Library, 8.
[55] William Manley Consulting, 7-8.
[56] William Manley Consulting, 7-8.
[57] William Manley Consulting, 7-8; The Ontario City Library, 8.
[58] The Ontario City Library, 15.
[59] Starns and Wahlstrom, Section 8, 5.
[60] Starns and Wahlstrom, Section 8, 3.
[61] Most of the palms were later removed by the Chaffey brothers. Several of the palm trees still exist at street intersections. Starns and Wahlstrom, Section 7, 1.
[62] Starns and Wahlstrom, Section 8, 4.
[63] Starns and Wahlstrom, Section 8, 4.

Planting of the trees took a total of two years and was completed by 1886.[64]

Early Transportation on Euclid Avenue (1888–1910s)

The transportation aspect of Euclid Avenue was an important and influential part of the Ontario Colony's development. The Chaffey brothers originally planned and designed an electric trolley line that would travel down the median of Euclid Avenue but departed for Australia before the construction of the trolley line began. Picking up where they left off, Frankish organized the Ontario and San Antonio Heights Railroad Company in 1887 as a subsidiary to the Ontario Land and Improvement Company.[65]



Figure 12. Gravity Mule Car trolley, ca. 1887. Source: USC Digital Library.

In 1888, the first trolley service ran along Euclid Avenue. It was called the "Gravity Mule Car" (see **Figure 12**). Mules pulled the car up the hill, then the mules were loaded on a pull-out platform at the rear of the car to ride back down the hill.[66] Around 1895, the mule car was replaced by electric trolleys (see **Figure 13**) and the trolley line was extended through San Antonio Heights to a station on Mountain Avenue between 24th and 25th Streets.[67] The Ontario & San Antonio Heights Railroad Company was later purchased by the Pacific Light & Power Company, and the line operated as part of the Pacific Electric Red Car Lines beginning in 1912.[68]



Figure 13. The electric trolley, ca. 1905. Source: USC Digital Library.

Euclid Avenue and the Automobile (1920s–1930s)

The introduction of the automobile in the early 1900s would force several changes on Euclid Avenue and surrounding streets as the need for additional regulations and modern surfacing became evident.

In December 1919, the Upland City Council adopted a paving plan for the Avenue. Each lane would have a 5-inch-thick and 30-foot-wide concrete roadway covered with a 2-inch asphalt "wearing surface." Between 19th and 23rd Streets, cobblestone gutters 7 feet wide and 2 feet deep lined the exterior edges of the roadway. The east roadway was lined with an approximately 4-inch-high poured concrete curb along the interior median. The interior median of the west roadway was also lined with a 4-inch-high poured concrete curb, as well as a cobblestone gutter that was

[64] William Manley Consulting, 9.
[65] William Manley Consulting, 9-10; Alexander, Section 8.
[66] William Manley Consulting, 10.
[67] Starns and Wahlstrom, Section 8, 5; William Manley Consulting, 10.
[68] Starns and Wahlstrom, Section 8, 5.

7 feet wide and approximately 1 foot deep. The gutters connected to a culvert that flowed east down 19th Street to Cucamonga Creek.[69]

In 1923, Holt Boulevard (originally A Street) was transformed from a two-lane scenic road lined with citrus trees and grand Victorian homes into a modern four-lane highway[70] as part of the Ocean-to-Ocean Highway which spanned from New York City to Los Angeles.[71]

The most remarkable change to Euclid Avenue, however, was the discontinuation of the trolley service. Due to increasing popularity of personal automobiles, the trolley line was considered obsolete. The tracks were removed in 1928 and public transportation along the avenue was instead provided by bus. After the tracks were removed, Ontario and Upland developed Euclid Avenue's center median into a park. The 2 miles in Ontario were planted with grass, and Upland planted 1 mile of grass south of Foothill Boulevard and established a bridle path along the old railroad bed between the pepper trees to the north. That same year, the east lane of Euclid Avenue became a one-way street for northbound traffic and the west lane for southbound.[72]

Automobile travel made it possible for more people to visit the area, and Euclid Avenue began to gain regional recognition for its beauty in the 1920s. The Los Angeles Times acknowledged the street as an outstanding example of landscape architecture stating, "It is a boulevard of national and even world renown and is unmatched for its beauty. ... It is 'raved over' by every visitor to Southern California."[73]



Figure 14. Euclid Avenue paving, ca. 1920s. Source: Ontario City Library.



Figure 15 All-States Picnic, 1939. Source: Ontario City Library.

In 1939, the community hosted its first annual "All-States Picnic," an event that would attract national attention. The picnic was a celebration of the different states that Ontario's residents were from. A long, narrow table was arranged in the median of Euclid Avenue (see **Figure 15**). In

[69] William Manley Consulting, 11.
[70] City of Ontario Planning Department, Ocean-to-Ocean Highway presentation, file dated 2015.
[71] Most of this highway was not incorporated into the Federal Interstate Highway system (such as Route 66) which was developed in the late 1920s. City of Ontario Planning Department, Ocean-to-Ocean Highway presentation.
[72] William Manley Consulting, 11.
[73] Hugh H. Frankish, "Euclid Avenue a Genuine Asset to All of California," Los Angeles Times, October 24, 1926.

1948, the event was featured in a LIFE Magazine article and had an estimated 120,000 attendees. The All-States picnic continues today in tandem with the Ontario Independence Day Parade."[74]

Recognition of the unique landscaping of the boulevard continued to grow. In 1941, an international committee of landscape architects selected Euclid Avenue one of the world's most beautiful boulevards, along with the Champs-Élysées in Paris, France; the Ringstrasse in Vienna, Austria; Unter Den Linden in Berlin, Germany; Passeig de Gràcia in Barcelona, Spain; and Paseo de La Reforma in Mexico City, Mexico.[75]

Euclid Avenue in the Postwar Years (1940s–Present)

From the turn of the 20th century until World War II, Euclid Avenue was an important feature in the community. However, after the war, development patterns in Ontario and Upland began to change as they transformed from agricultural towns to modern-day cities, which also transformed the role of Euclid Avenue.

World War II was a watershed moment, not only for the history of the United States, but also for development across Southern California, as the expansion of the defense industry attracted many settlers to the region. Ontario and Upland were no exception. In response to the population boom, acres of orange groves were sold and subdivided for residential tract development to meet the increasing demand for housing.[76] Some of the earliest housing tracts were located within the vicinity of Euclid Avenue. However, once these areas were fully built out, developers looked to undeveloped lands farther away from the original town centers and thus, farther away from Euclid Avenue.[77]

As the cities rapidly expanded away from Euclid Avenue, its significance to the community was dramatically reduced. The final blow to the role of Euclid Avenue as the area's main thoroughfare was the development of the Interstate Highway System. Enabled by the Federal-Aid Highway Act of 1956, the San Bernardino Freeway (I-10)[78] was constructed through the area in the early 1950s. While it was still classified as a state highway, Euclid Avenue was now a part of a larger regional system rather than the primary route.[79]

By 1965, residential development had replaced orange groves on both sides of Euclid Avenue south of 19th Street. The increased population created more traffic congestion, and a traffic light was added at the intersection of Euclid Avenue and 19th Street in 1973. A few years later in 1977, a service road was added along the east lane of Euclid to improve access to residential neighborhoods that had developed north of 19th.[80]

At nearly 100 years old by the 1960s, the trees that lined Euclid Avenue were beginning to deteriorate, particularly the pepper trees. In Upland, the pepper trees were replaced with two rows of camphor trees planted in the same configuration. In 1970, Ontario adopted a plan to remove unhealthy trees and plant new ones in a more informal pattern.[81]

Despite the changes to its surroundings, Euclid Avenue remained a point of pride for the Ontario and Upland communities. In 1979, the Ontario Historical Landmarks Society successfully nominated the stretch of Euclid Avenue from 24th Street in Upland to Philadelphia Street in Ontario for listing in the NRHP. The designation recognized the significant role the

[74] Michelle Shanahan, "Uniting Past, Present, and Future along the Historic Backbone of Ontario," (Master of Landscape Architecture Capstone Project, Cal Poly Pomona, 2021), 7, accessed April 2022, https://issuu.com/michelleshanahan/docs/shanahan_thebackboneofontario-print/1.

[75] William Manley Consulting,11-12.

[76] Galvin Preservation Associates [GPA Consulting], Historic Context for the City of Ontario's Citrus Industry (City of Ontario Planning Department: 2007), 42.

[77] Starns and Wahlstrom, Section 8, 6.

[78] California Department of Transportation (Caltrans), A Historical Context and Methodology for Evaluating Trails, Roads, and Highways in California (Sacramento: Caltrans Cultural Studies Office, Division of Environmental Analysis, 2016), 113.

[79] Starns and Wahlstrom, Section 8, 7.

[80] William Manley Consulting, 13.

[81] William Manley Consulting, 13.

thoroughfare played in the history of the area, as well as its influence on the design of other agricultural colonies, and as an excellent example of period landscape design.[82]



Figure 16. View of Euclid Avenue, looking north, 1955. Source: LAPL.

[82] William Manley Consulting, 13-14; Starns and Wahlstrom, 1.

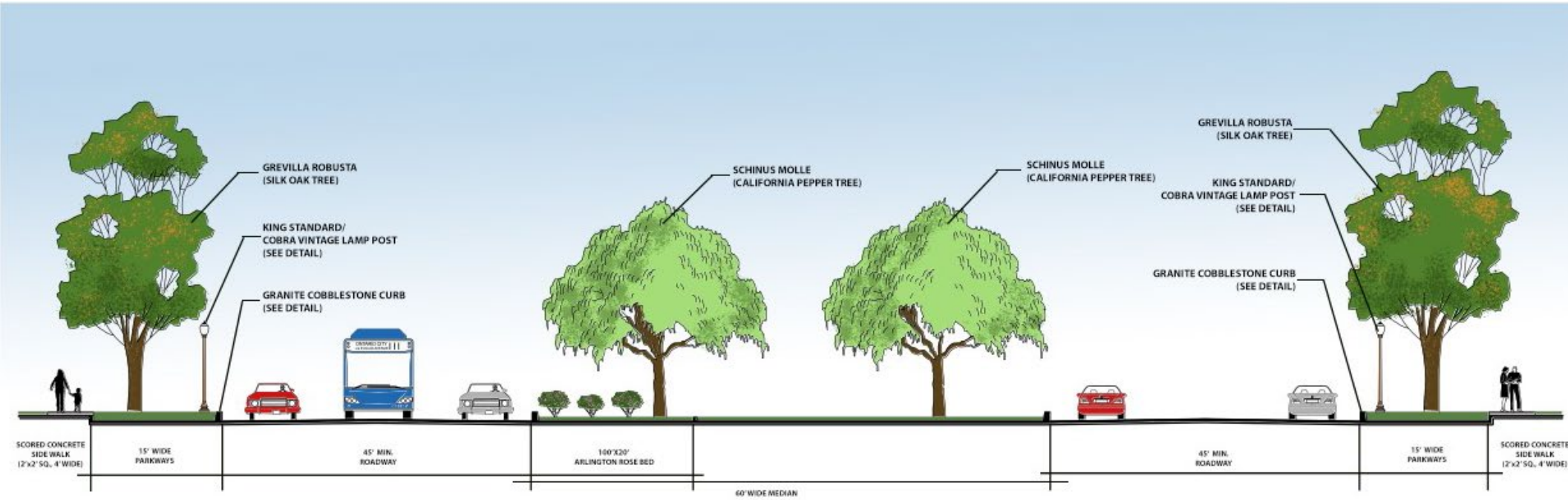


Figure 17: Cross Section: Historic Euclid Ave. & CDF's

3.0 CHARACTER DEFINING FEATURES (CDFS)

When determining why properties are significant, and when assessing effects on historic properties, it is necessary to first determine which features are most important to preserve to avoid or minimize causing adverse effects and diminishing their integrity. Knowing the character defining features (CDFs) of a historic property also helps to develop appropriate mitigation measures, or to determine whether proposed rehabilitation, preservation, maintenance or other activities are consistent with the Secretary of the Interior Standards (SOIS). CDFs are the physical components that contribute to a historic property's sense of time and place. The term CDF is used in relation to the NRHP, as well as for CEQA, PRC 5024 and Local Ordinance discussions of historic properties.

This section of the HPTMP includes a detailed inventory of each of the extant CDFs that convey the significance of Euclid Avenue. The NRHP nomination, prepared in 2005, does not contain a comprehensive list of the CDFs of the property; however, it does explicitly mention certain characteristics and features that should be preserved. It is important to note the locally designated Euclid Avenue Historic District (CRHR) includes the CDFs identified in the NRHP nomination including the 200-foot right of way for Euclid Ave. including the median, the trees, masonry curbs, and scored concrete sidewalks, open spaces of and front yard setbacks. The locally designated Euclid Avenue Historic District also includes 102 properties fronting Euclid Ave. from I-10 to G Street, of which 75 of them are contributors. However, for the purposes of this HPTMP, the identified features are limited to those within the boundaries of the NRHP-designated property only and does not include the contributing historic buildings in the Euclid Avenue Historic District.

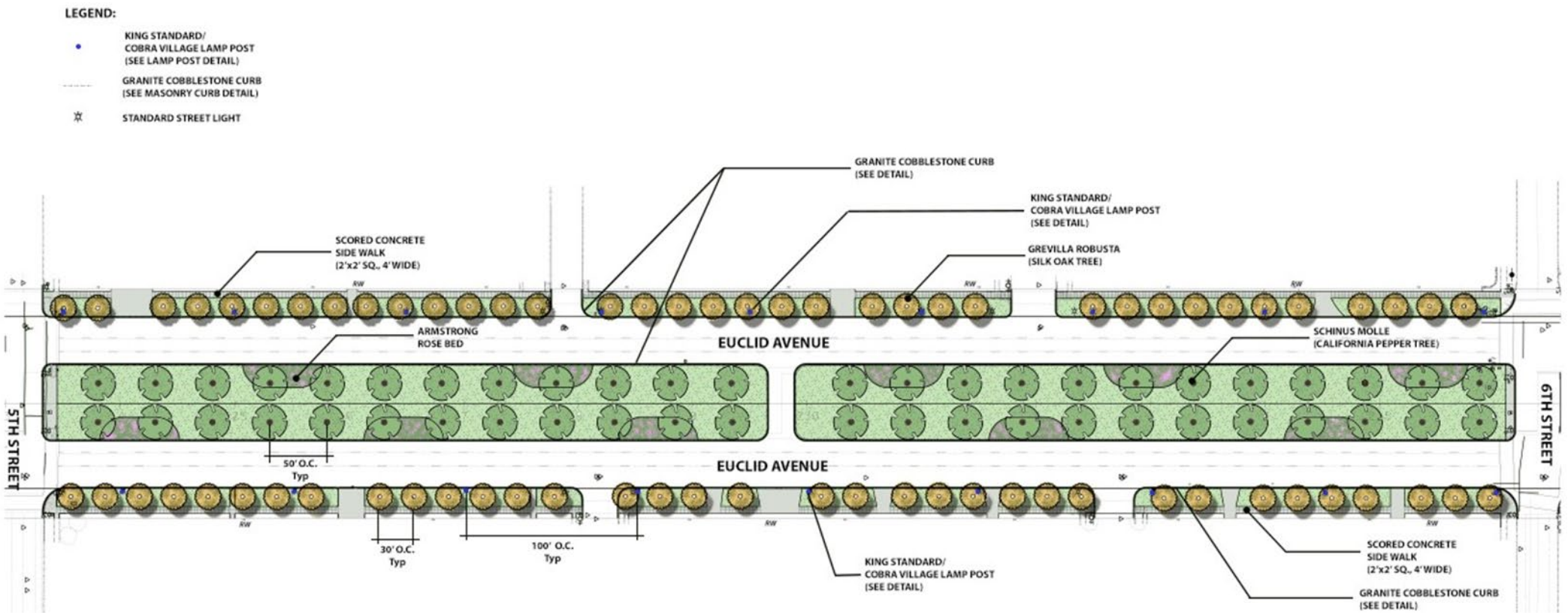


Figure 18: Aerial Diagram of Historic Euclid Ave. & CDF's

Effects to these buildings should be analyzed in a manner consistent with the City of Ontario's Historic Preservation Ordinance and the SOIS on an individual basis. Never-the-less, the inventory of CDFs included in this HPTMP is an updated list based on the aforementioned documents, as well as stakeholder input. Caltrans used a baseline of the 2005 NRHP nomination CDFs and included features of concern from stakeholders. Stakeholders identified various features that were important to the community to preserve, even if they were not explicitly stated as contributing in the NRHP nomination; therefore, those additional features have been included in this HPTMP as CDFs and should be preserved and protected as well.

As seen in Figures 16 & 17, the CDFs of Euclid Avenue include the 200ft alignment, the 60ft landscaped median with open spaces for pedestrian use with a continuous dual row of California Pepper Trees (Schinus Molle) 50ft on center, Armstrong Rose Beds bordered with granite cobblestone masonry curbs, the 55ft drives, the 15ft parkways with a continuous single row of Silk Oaks (Grevilla Robusta) 30ft on center, vintage King Standard Lampposts (or Cobra Replacements) 100ft on center and bordered with

granite cobblestone masonry curbs. Other types of infill trees include Southern Magnolia's (Magnolia Grandflora grandiflora) and most recently planted Chinkapin Oaks (Quercus muehlenbergii) in the downtown median area, as well as occasional Date Palms, Deodar Cedar (Cedrus Deodara deodara), and Scotch Pines (Pinus Sylvestris sylvestris) as well as others. Other CDFs include the Frankish Fountain, Women's Christian Temperance Union Fountain, the Madonna of the Trail Monument (Upland), and the Bridal Path (Upland). Other features that were recognized by the Stakeholders include the Reconstructed Bandstand, the Gravity Mule Cart Display, and the Veterans Memorial. (See Table 1 CDFs below)

The tables included on the following pages include a photograph and ranking for each feature that conveys the significance of the historic property. The CDFs along Euclid Avenue were ranked according to guidance provided in Exhibit 6.1 of Caltrans' Standard Environmental Reference, (SER) Volume 2.[83] (see the explanation of terms in the following section)

Table 1 includes an inventory of the overall visual characteristic of the alignment, Table 2 includes an inventory of the materials and features of the medians, and Table 3 includes an inventory of the materials and features of the parkways. The associated photographs include various representative examples of each of the CDFs identified; every instance of each feature was not photographed or included.

The documentation of the CDFs is thorough and includes a detailed map of the limits and locations of each feature within the southern portion of Euclid Avenue under Caltrans ownership (see Appendix C: Euclid Avenue Character Defining Features Map).

[83] Caltrans, "Exhibit 6.1: Ranking Character-Defining Features," in Standard Environmental Reference, vol. 2, (California Department of Transportation, updated January 27, 2020).

3.1 Explanation of Terms & Ranking Used in CDF Tables

This section provides definitions related to CDFs and an explanation of the ranking system used in this HPTMP.

Euclid Ave. is a listed historic property listed in the NRHP, but for the purposes of this HPTMP the terms "historic property" and "historical resource" are essentially interchangeable and "historic resource" is often used in referring to CEQA, PRC 5024 and the relinquishment of the State-owned historical resource. (See Definitions)

The CDFs can be generally grouped into three categories: 1) the overall visual character of a property, 2) materials and craftsmanship, and 3) spaces and features. Some CDFs are more important than others in conveying the significance of a property. The relative importance of CDFs generally depends on the level of craftsmanship, visibility, and integrity. In addition, some CDFs are more important than others in conveying the significance of the property. Caltrans, in consultation with SHPO, developed a system for assessing and ranking character defining features based on the National Park Service (NPS) "Preservation Brief 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character" and NPS National Register Bulletin "How to Apply the National Register Criteria for Evaluation." The three ranks of CDF are defined as follows:

MS: Most Significant (strongly conveys sense of time and place)

S: Significant (conveys sense and place)

LS: Less significant (still conveys sense of time and place, but to a lesser degree)

n/a: Historical fabric, not CDF

The above ranks are determined based on a point system for ranking CDFs developed by Caltrans. Each feature is ranked according to a set of five ranking criteria, outlined below. Points in each of the ranking criteria are "high" equals 3 points, "medium" equals 2 points, and "low" equals 1 point.

A. Craftsmanship

- High (3 points): high artistic value, craftsmanship, design, materials
- Medium (2 points): expected feature linked to contributing architectural style or method of construction
- Low (1 point): standard historic fabric (commonly found during period of significance)

B. Conveying Significance

- High (3 points): quintessential & indispensable (without it significance is lost)
- Medium (2 points): important (without it significance is diminished)
- Low (1 point): little effect (but adverse effects could be cumulative)

C. Public Benefit

- High (3 points): public has the opportunity to use or enjoy with little or no effort (outdoor public space, feature or access, public building, etc.)
- Medium (2 points): public has the opportunity to use or enjoy but with some effort (semi-public outdoor space, building or feature with occasional access)
- Low (1 point): public has little or no opportunity to use or enjoy (mostly private spaces)

D. Visibility and Transparency

- High (3 points): Primary, salient feature (e.g., something you can see from the street or public space)
- Medium (2 points): Secondary, somewhat obscured (e.g., something you can see through doors or windows)
- Low (1 point): Tertiary/obscured (e.g., private space that is not visible)

E. Integrity

- High (3 points): Intact as designed/original
- Medium (2 points): Somewhat altered but still conveys significance
- Low (1 point): Substantially altered; no longer conveys significance

Total points for the combined ranking criteria are “high” equals 15 points, “medium” equals 10 points and “low” equals 5 points.

MS: 13-15 points:
S: 9-12 points
LS: 5-8 points
n/a: 0-5 points

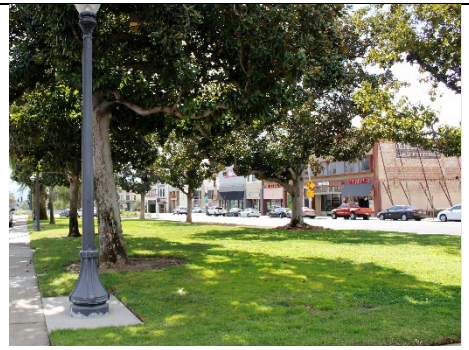
3.2 Character-Defining Features (CDF) Tables

Table 1: Character-Defining Features of the Alignment

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
Overall Visual Character	Alignment (Overall Design) 200 feet wide North-south alignment Highly visible North-south/east-west grid pattern		MS	3	3	3	3	2	14
	Medians (Overall Design) 60 feet wide North-south alignment Highly visible, central location Open space Tree rows		MS	3	3	3	3	2	14
	Parkways (Overall Design) 15 feet wide each North-south alignment Highly visible Tree rows Continuous sidewalks		MS	3	3	3	3	2	14

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Drive (Overall Design) 55 feet wide Two total North-south orientation Paving Framed by masonry curbs and tree rows		S	2	3	3	3	1	12
	Tree Rows (Overall Design) Single row of Silk Oaks along the parkways 30 feet on center (Chinquapin Oaks in the downtown area Holt Blvd to G St.) Double row of Pepper Trees along the median 50 feet on center (Southern Magnolias have replaced Pepper Trees in the median most notably from D St to Holt Blvd.) Highly visible Continuous	 	MS	3	3	3	3	2	14

Table 2: Materials and Features of the Median

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
Landscape	Curbs Granite cobblestone and concrete		MS	3	3	3	3	2	14
	Open Space Manicured lawns Throughout center of median (Ontario) or mulched walking path (Upland) Open space for pedestrian access		MS	3	3	3	3	2	14
	Bridle Path (Upland: north of Foothill Boulevard) Open space landscaped with compacted earth and mulch Throughout center of median		MS	3	2	3	3	3	14

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	California Pepper Trees (Shinus Molle molle) Originals and in-kind replacements		MS	3	3	3	3	3	15
	Date Palm Trees (Phoenix Dactylifera dactylifera) Originals and in-kind replacements		MS	3	3	3	3	2	14
	Scotch Pines (Pinus Sylvestris sylvestris) Originals and in-kind replacements		MS	3	2	3	3	2	13

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Southern Magnolias (Magnolia Grandflora grandiflora) (Ontario) Early replacement trees		n/a	n/a	0	1	2	n/a	3
	Curved Plant Beds with Armstrong Roses (Ontario) Concrete edges Compacted earth and mulch Located along edges of median Charlotte Armstrong roses Roses		LS	n/a	1	3	3	n/a	7
Structures/Objects	WCTU Drinking Fountain (Downtown Ontario: north of C Street and Euclid Avenue intersection) Previously relocated		MS	3	2	3	3	2	13

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	King Standard Lampposts (Downtown Ontario)		S	2	2	3	3	2	12
	Reconstructed Lampposts (Downtown Ontario: north of C Street and Euclid Avenue intersection)		S	3	1	3	3	2	12
	Community Bandstand (Downtown Ontario: north of C Street and Euclid Avenue intersection) Reconstructed		S	3	1	3	3	2	12

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Gravity Mule Car Replica (Downtown Ontario: south of C Street and Euclid Avenue intersection)		S	3	1	3	3	2	12
	Veterans Memorial (Downtown Ontario: north of B Street and Euclid Avenue intersection) Modern Construction		S	3	1	3	3	2	12
	Madonna of the Trail Monument (Upland: north of Foothill Boulevard and Euclid Avenue Intersection) Original location State Historical Landmark		MS	3	2	3	3	2	13

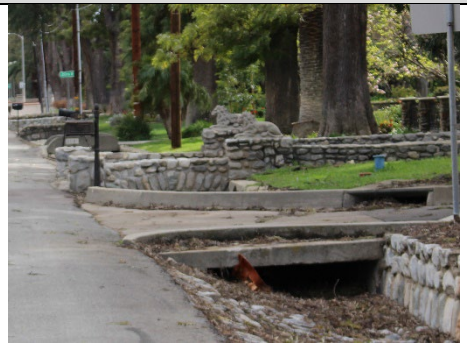
Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Bridle Path Entrance (Upland: north of Foothill Boulevard and Euclid Avenue intersection) Wood posts and lintel Hanging wood sign		MS	3	2	3	3	3	14

Table 3: Materials and Features of the Parkways

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
Landscape	Granite and Concrete Curbs Originals and in-kind replacements		MS	3	3	3	3	2	14
	Gutters (Upland) Granite cobblestone and concrete Located along the sides of the sloped roadways at the curbs of the parkways. Originals and in-kind replacements		MS	3	3	3	3	2	14

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Scored Concrete Sidewalks 4 feet wide Square scoring pattern (approximately 2 feet by 2 feet) Originals and in-kind replacements		MS	3	2	3	3	2	13
	Silk Oak Trees (Grevillea Robusta robusta) Originals and in-kind replacements		MS	3	3	3	3	3	15
	Date Palm Trees (Phoenix Dactylifera dactylifera) Originals and in-kind replacements		MS	3	3	3	3	2	14

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Deodar Cedar (Cedrus Deodara deodara) Originals and in-kind replacements		MS	3	3	3	3	3	15
Structures/Objects	King Standard Lampposts (Ontario) Early replacements		S	2	2	3	3	2	12
	Frankish Fountain (Ontario) Previously relocated		MS	3	2	3	3	2	13

Type	Feature	Photograph	Ranking	A	B	C	D	E	Total
	Driveway Bridges (Upland) Originals and in-kind replacements		S	3	2	2	3	2	12
	Double lantern lampposts (Upland) Early replacements		S	2	2	3	3	2	12

4.0 ASSESSMENT OF EFFECTS/IMPACTS AND SOIS COMPLIANCE

The purpose of this section is to provide a framework for assessing project effects/impacts for future projects along historic Euclid Avenue. This discussion is a continuation of the regulatory framework discussion begun in Section 1.5.

Future projects may include federal or state funded transportation projects, development, and capital improvement projects subject to discretionary approval by the City of Ontario, regular maintenance, or other types of projects or activities that have the potential to affect the historic Euclid Avenue. The recommendations outlined in this HPTMP are based on the Secretary of the Interior's Standards (SOIS) for the Treatment of Historic Properties, which is the most widely accepted historic preservation standard to preserve the overall character of historic properties.

The SOIS were originally developed by the National Park Service Under the NHPA as guidance on the preservation of the nation's historic properties and is the go-to standard as part of the Section 106 Process. For non-federal agencies, the SOIS guidelines were intended to provide general guidance for work on any historic building/property but have been adopted by many States and local governments as a threshold for assessing and avoiding effects or impacts.

Therefore, if a project follows the recommended measures/conditions outlined in this HPTMP, the project will also comply with the SOIS. When effects cannot be avoided, they should be minimized to the greatest extent feasible and/or appropriate mitigation measures should be implemented. For more information on managing effects to historic Euclid Avenue, see Chapter 7. Implementation of Treatment Recommendations.

There are multiple scenarios in which the SOIS are utilized. Under the Section 106 process, projects that comply with the SOIS are generally considered to avoid causing adverse effects on the significance of historic properties, The Section 106 implementing regulations state that a Federal Agency can determine that an undertaking will result in a no adverse effect finding when a project is "modified or conditions are imposed, such as the subsequent review of plans for rehabilitation by the SHPO/THPO to ensure consistency with the Secretary's standards for the treatment of historic properties (36 CFR part 68) and applicable guidelines, to avoid adverse effects." (36 CFR 800.5[b]).

Similarly, NRHP compliance standards are often utilized or influence CEQA and PRC 5024 compliance. When implementing its PRC 5024 compliance responsibilities, Caltrans considers that a project or activity's effects to a state-owned historical resource may be considered not adverse if the work is consistent with the SOIS. In accordance with Caltrans current PRC 5024 MOU (2015) with the SHPO, compliance with the SOIS is a standard condition that allows Caltrans to make a finding of no adverse effect finding without further SHPO review.

Similarly, the SIOS is often utilized by Caltrans and local Lead agencies in their CEQA compliance. Section 15064.5 of the CEQA guidelines states that:

> "Generally, a project that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings shall be considered as mitigated to a level of less than a significant impact on the historical resource."[84]

CEQA considers projects and activities that are consistent with the Secretary of Interior Standards for the treatment of historic properties meet the requirements to be considered mitigated to a level of less than a

[84] California Environmental Quality Act, Section 15064.5(b)(3), 1995.

significant impact on the historical resource and therefore can qualify as a Categorical Exemption (CE).

Under CEQA Class 31 CEs consist of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the SOIS for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (Weeks and Grimmer, 1995), and shall be considered as mitigated to a level of less than a significant impact on the historical resource.

At the local level, the City of Ontario also has an existing Historic Preservation Ordinance that relies heavily on the SOIS in providing guidelines for the treatment of the Historic Properties. The City of Ontario requires a Certificate of Appropriateness for any proposed alteration, change or maintenance to historic properties. Class 31 project findings are required to meet the SOIS. Majority of projects in the City meet the SOIS (with or without conditions). (See Chapter 5 Local Framework & Appendix D).

Because the SOIS are the most widely accepted standards for assessing and managing effects on Historic Properties, this document will rely heavily on the SOIS.

4.1 Adverse Effect Per Section 106 of the NHPA

The definition of an effect is contained within 36 CFR Part 800: An effect means alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.[85] According to 36 CFR 800.5(a)(1), an Adverse Effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the NRHP in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.[86] Thus, application of the criteria of adverse effect is largely an assessment of an undertaking's impacts on the historic integrity of a historic property and how an undertaking would affect those features of a historic property that contribute to its eligibility for listing in the NRHP. Effects can be direct, indirect, and cumulative. Direct effects include physical destruction or damage and can include alterations to the original design of a historic property. Indirect effects include the introduction of visual, auditory, or vibration impacts as well as neglect to a historic property, and cumulative effects are the impacts of a single undertaking, while taking into account the cumulative impacts caused by known past or present projects as well as foreseeable future projects. As listed in 36 CFR 800.5(a)(2), examples of adverse effects may include, but are not limited to, the following:

i. Physical destruction of or damage to all or part of the property;
ii. **Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation, and provision of handicapped access, that is not consistent with the *Secretary's Standards for the Treatment of Historic Properties* (36 CFR Part 68) and applicable guidelines;**
iii. Removal of property from its historic location;
iv. Change of the character of the property's use or of physical features within the property's setting that contribute to its historic significance;
v. Introduction of visual, atmospheric or audible elements that diminish the integrity of the property's significant historic features;
vi. Neglect of a property which causes its deterioration, except where such neglect and deterioration are recognized qualities of a property of religious and cultural significance to an Indian tribe or Native Hawaiian organization; and
vii. Transfer, lease, or sale of property out of federal ownership or control without adequate and legally enforceable restrictions or

[85] 36 CFR 800.5(a)(1).

[86] 36 CFR 800.5(a)(1).

conditions to ensure long-term preservation of the property's historic significance.[87]

4.2 Substantial Adverse Change Per CEQA

Under CEQA California Code of Regulations 14 CCR § 15064.5.b, Determining the Significance of Impacts to Archaeological and Historical Resources:

(b) A project with an effect that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment.

> (1) Substantial adverse change in the significance of an historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired.
>
> (2) The significance of an historical resource is materially impaired when a project:
>
> (A) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources; or
>
> (B) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources pursuant to section 5020.1(k) of the Public Resources Code or its identification in an historical resources survey meeting the requirements of section 5024.1(g) of the Public Resources Code, unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant; or
>
> (C) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for purposes of CEQA.

4.3 Impacts Per PRC 5024

The definition of adverse effect under PRC 5024 includes fewer criteria for impacts than Section 106 and CEQA. Section 106 has seven examples of adverse effects to historic properties, whereas CEQA and PRC 5024 only have four. Section 106 calls out Physical Destruction (i), Alteration (ii), Removal (iii), Change of Use (iv), Introduction of Visual, Atmospheric or Audible Elements (v), Neglect (vi) and Transfer (vii). CEQA calls out Physical Demolition, Destruction, Relocation and Alteration. Similarly, PRC 5024 calls out Alteration, Transfer, Relocation or Demolition in its definition. This list of types of adverse effects as cited in PRC 5024(b) and PRC 5024.5, includes alteration of the original or significant historical features or fabric, or the transfer, relocation, or demolition of a historical resource on the Master List.

However, all three relevant laws, NHPA Section 106, CEQA and PRC 5024 consider project activities that are carried out in conformance with the Secretary of Interior Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings to mitigate effects/impacts on any historic properties/historical resources to be not adverse/less than significant.

Chapter 5 address the City of Ontario process for assessing impacts and compliance with these above referenced laws, specifically CEQA in greater detail though the implementation of the City's historic preservation ordinance.

[87] 36 CFR 800.5(a)(2)(i through vii).

4.4 SOIS Standards for Rehabilitation

The immediate goal of this HPTMP is to provide preservation guidance and recommended treatments for future projects along Euclid Avenue in order to preserve and maintain its historic character. Future projects may include development projects subject to discretionary approval by the City of Ontario, those related to ensuring its upkeep and operability, implementing improvements required to meet evolving safety requirements, or rehabilitating the historic property based on current planning principles, design standards, or development goals to ensure its continued use.[88]

The SOIS are a series of best practices issued by the National Parks Service (NPS) for maintaining, repairing, and replacing historic materials, as well as designing new construction or making alterations to historic properties. The SOIS are accompanied by Guidelines for four types of treatments for historic properties: Preservation, Rehabilitation, Restoration, and Reconstruction. While geared towards historic buildings, these Standards also apply to a wide variety of historic resource types. This includes buildings, sites, structures, objects, and districts.

Choosing an appropriate treatment involves many factors, including type of historic property, level of significance, physical condition, proposed use, and local codes and other regulations. It should also be noted that the treatments have similar sets of standards. For example, the Preservation treatment has seven (7) standards that focus on protecting and stabilizing the property through ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. The Standards for Preservation require retention of the greatest amount of historic fabric along with the building's historic form. Rehabilitation has a similar set of 10 standards that essentially includes the core Preservation standards but include standards related to new additions to a property. The definition of Rehabilitation assumes that at least some repair or alteration of the historic property would be needed to provide an efficient, contemporary use; however, repairs and alterations should not damage or destroy materials, features, or finishes that are important in defining the property's historic and architectural (landscape) character.

The remaining treatments focus on restoration or reconstruction of an historic property to a specific time. Restoration focuses on the depiction of an historic property at a particular time in its history by preserving materials, features, finishes, and spaces from its period of significance and removing those from other periods. Similarly, Reconstruction involves new construction of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period and in its historic location. The Reconstruction Standards establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

Due to the nature of Euclid Avenue as a continually evolving and maintained transportation corridor, Preservation and Rehabilitation would be the more applicable and viable treatment options over Restoration or Reconstruction. Further, due to the nature of projects that often require upgrades to transportation facilities to meet changing design standards and the safety and other needs of the constituents they serve, the flexibility of the Rehabilitation treatments would generally be preferred. Because Rehabilitation emphasizes the protection of existing historic fabric while allowing for compatible change, the most appropriate treatment for historic Euclid Avenue is Rehabilitation. While any of the treatment option could theoretically be used, the remaining discussion will focus on the standards for Rehabilitation, as they are the treatment most commonly applied to historic transportation facilities.

[88] Anne E. Grimmer, The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (Washington, DC: US Department of the Interior, National Park Service, Technical Preservation Services, 2017).https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm

The Standards for Rehabilitation are as follows:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

It is important to note that the SOIS are not intended to be prescriptive, but instead provide general guidance. They are intended to be flexible and adaptable to specific project conditions to balance continuity and change, while retaining materials and features to the maximum extent feasible. Their interpretation requires exercising professional judgment and balancing the various opportunities and constraints of any given project. Not every Standard necessarily applies to every aspect of a project, nor is it necessary to comply with every Standard to achieve compliance.

Applying the SOIS to historic infrastructure elements such as roads rather than buildings requires some interpretation, and some standards are more important to apply to infrastructure projects than others. Of the standards, 2, 5, and 6 are perhaps the most applicable to preserving Euclid Avenue. These standards focus on limiting or completely avoiding the removal of CDFs, or historic materials, features and spaces that characterize a property (Standard 2), preserving the distinctive features and construction techniques or examples of craftsmanship that characterize a historic property (Standard 5), and prioritize repair over replacement, and if replacement is necessary ensuring that it is done in-kind or as close to the original as possible (Standard 6).

4.5 Application of the SOIS on Historic Euclid Avenue

By following this HPTMP's treatment recommendation outlined in Chapters 6 and 7, projects implemented on historic Euclid Avenue will also comply with the SOIS for Rehabilitation as follows:

1) Euclid Avenue shall be continued to be used as it was historically (Standard 1). The beautifully designed avenue will continue to be used as the main thoroughfare for the city of Ontario for automobiles, bicycles, and pedestrians. The treatment measures allow for multi-modal modifications to be made to the historic property, such as adding walking paths to the median, bike lanes, or similar activities that are within the general scope of historic transportation uses.

2) The historic character of Euclid Avenue will be retained and preserved (Standard 2). This HPTMP has identified and ranked the Euclid Avenue CDFs that are essential to preserving its overall historic character. The overall alignment, medians, and parkways, as well as tree rows and open spaces, for example, will be preserved to the maxim extent feasible through implementation of the treatments outlined in Chapters 6 and 7.

3) Euclid Avenue will be recognized as a physical record of its time, place, and use. No changes shall be made to Euclid Avenue that would create a false sense of historical development, such as adding conjectural features or elements from other historic properties or emulating historic features that never existed historically (Standard 3).

4) No modern developments shall be added along Euclid Avenue that could create a false sense of historical development, such as introducing new features that look like they could have been originally from the 1882-1940 period of significance. However, any changes to Euclid Avenue that have acquired significance in their own right (such as those features identified by the stakeholders that have been added to the CDF tables for the purpose of this HPTMP) shall be retained and preserved. Features that have acquired significance in their own right include the reconstructed bandstand, mule cart replica, fountains and monuments (Standard 4).

5) The distinctive materials, features, finishes and construction techniques and examples of craftsmanship that characterize Euclid Avenue shall be preserved (Standard 5). This HPTMP has identified and ranked the Euclid Avenue CDFs. Distinctive materials and examples of craftmanship such as the quintessential landscape features-- cobblestone curbs, scored concrete sidewalks, trees, median and parkways, lampposts --will be preserved through implementation of the treatments outlined in Chapter 6 and 7.

6) Deteriorated historic features of Euclid Avenue shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence. Deteriorated features including the granite cobblestone masonry curbs, vintage lighting, scored concrete sidewalks, monuments, fountains, trees and rose plants will be repaired and rehabilitated rather than replaced. If the severity of deteriorating is beyond repair, the features will be replaced in-kind (Standard 6).

7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials of Euclid Avenue will not be used (Standard 7). Chemical or physical treatments including graffiti or paint removal on the masonry curbs, sidewalks, monument or fountains shall use the gentlest means possible not to cause damage.

8) Standard 8 applies to preserving archaeological resources. This HPTMP does not specifically address how to treat archaeological resources as none have currently been identified as being part of the historic property. However, if archeological resources are found during any project's construction, the resources shall be protected and preserved in place if possible. If such resources must be disturbed, mitigation measures will likely need to be undertaken.

9) If the Implementation measures outlined in Chapters 6 and 7 are followed, new additions, exterior alterations, or related new construction shall not destroy Euclid Avenue's historic materials, features, and spatial relationships that characterize the historic property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the historic property (Standard 9).

10) If the Implementation measures outlined in Chapter 6 and 7 are followed, new additions, alterations and related new construction shall not destroy historic materials such as granite cobblestone masonry curbs, vintage lighting, monuments, fountains, trees or landscape architecture. If historic features are destroyed, they will be replaced in kind. New additions and adjacent or related new construction will be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired (Standard 10). New additions and adjacent new construction adjacent to historic materials shall be constructed in a manner that can be removed in the future without causing damage to Euclid Avenue's historic features.

5.0 LOCAL FRAMEWORK – CITY OF ONTARIO

While the previous chapter provided a general discussion of affects assessment and the general application of the SOIS for avoiding adverse effects or significant impacts under various state and federal laws, this chapter focuses on the implementation of the City of Ontario's Historic Preservation Program as it relates to Euclid Avenue. The City's existing Historic Preservation Ordinance relies on the use of the SOIS to determine recommended appropriate treatments for historic properties. The following Chapters are intended to focus on providing an overall set of guidelines for planning for the preservation of Euclid Avenue (Chapter 6), followed by specific treatment measures that can be applied to specific CDFs to ensure projects meet the SOIS (Chapter 7), and provide project-specific design scenarios where the SOIS may be applied to avoid effects or as part of project-specific mitigation (Chapter 8).

As discussed briefly in the introductory chapter, this HPTMP began development as part of the NHPA Section 106 process for a Caltrans federally assisted project to rehabilitate Euclid Avenue. As such, this plan was originally intended to be developed as project-specific mitigation to provide a comprehensive plan for Euclid Avenue that focused on avoiding direct, indirect and particularly cumulative effects on the totality of Euclid Avenue in both the City of Upland as well as Ontario. However, the decision to relinquish the last section of historic Euclid Avenue to a local jurisdiction changed the timing, funding, and compliance context for the HPTMP. Caltrans decided to focus the plan more narrowly on the portion of the historic property that was subject to relinquishment to Ontario while attempting to preserve as much of the holistic discussion in the previous chapters as possible. Therefore, the remainder of this document will focus more heavily on Euclid Avenue within the City of Ontario. However, its guidelines and general principles can also be used by the City of Upland for its preservation purposes. The following chapters can be used to supplement the City of Ontario's existing historic preservation ordinance to guide the City of Ontario in protecting and preserving the character defining features of the historic property in perpetuity. (See Appendix D for Ontario's Historic Preservation Ordinance)

5.1 Ontario as Certified Local Government

As mentioned briefly in Chapter 1, the NHPA established a Certified Local Government (CLG) Program in 1980. The CLG program is administered by the National Park Service (NPS), and is a partnership among local governments, State Offices of Historic Preservation, and the NPS. CLGs are municipalities that have demonstrated a commitment to local preservation and saving the past for future generations. The Office of Historic Preservation (OHP) oversees the CLG program in California. [89]

Local governments can apply to be certified to participate in the CLG program by establishing an historic preservation program that complies with the following requirements:

- Enforce appropriate state or local legislation for the designation and protection of historic properties:
- Establish an adequate and qualified historic preservation review commission by local law;
- Maintain a system for the survey and inventory of historic properties;
- satisfactorily perform the responsibilities delegated to the CLG; and
- The CLG shall assume certain responsibilities for reviewing and recommending properties within its jurisdiction to the National Register of Historic Places.

Essentially, a CLG must establish an historic preservation commission and adopt a local historic preservation ordinance with provisions to enforce the designation and protection of historic and archeological

[89] The information presented in this chapter is predominantly derived from: California Office of Historic Preservation website, https://ohp.parks.ca.gov/?page_id=21239 ; National Park Service website, https://www.nps.gov/subjects/clg/index.htm; City of Ontario Historic Preservation website, https://www.ontarioca.gov/Planning/HistoricPreservation ; City of Ontario Planning Department, Certified Local Government City of Ontario Annual Report, 2020-21 Reporting Period, September 2021.

resources that is consistent with the intent and purpose of the National Historic Preservation Act of 1966. The CLG enforces State and local legislation for the designation of historic properties and maintains a list of designated properties/districts. The CLG historic preservation commission oversees participation in the environmental review of specific federally sponsored projects, to ensure compliance with Section 106 provisions of the NHPA and participates in the environment review of local projects in accordance with the requirements CEQA. The commission may review and comment on permit actions affecting significant listed historic properties and other resources eligible for listing, in accordance with local ordinance requirements and with CEQA.

5.2 Historic Preservation Ordinance

The City of Ontario's Historic Preservation Program seeks to preserve and protect the significant architectural, historical, and cultural resources, which reflect Ontario's unique character and heritage. In 2003 OHP designated the City of Ontario a CLG. The City of Ontario Planning Department is responsible for administering the City's Historic Preservation Program and the City's Historic Preservation Ordinance.

Ontario's Historic Preservation Ordinance, the core of the historic preservation program, established the Ontario Register of Historic Resources, which includes an inventory of buildings, structures, sites, objects, and districts worthy of preservation due to their significance in history, architecture, archeology, engineering, and/or culture of the City. The ordinance also contains provisions for a historic rehabilitation financing program, incentives for historic preservation, an historic preservation mitigation fee, a Historic Preservation Trust Fund, enforcement and penalties, provision for use of the State Historic Building Code, and Guidelines for the Treatment of Historic Properties.

On January 16, 2001, the Ontario City Council adopted a resolution designating the Euclid Avenue right-of-way, including the median, parkways, and sidewalks, from Interstate 10 (I-10) to Philadelphia Street, within the City limits, a local historic landmark. In 2005, the Euclid Avenue right-of-way, from 24th Street in Upland to Philadelphia Street in Ontario, was listed on the National Register of Historic Places as a historic district. In 2013, the Ontario City Council designated the Euclid Avenue neighborhood, located north of G Street and south of the I-10, a local historic district. Thus, Euclid Avenue maintains status as an NRHP listed historic property, a CRHR listed historical resource, and an Ontario Register listed historical resource.

Several of the Ordinance's provisions are relevant to Euclid Avenue within the context of this management plan. These include the historic preservation mitigation fee component that established that the impacts resulting from the demolition (either in part or whole) of historic resources may be lessened by the collection of fees that will provide a source of funds for the conservation, preservation, restoration, and rehabilitation of historic resources within the City. Such a provision allows for the use of compensatory or in-lieu mitigation for reducing project specific or even cumulative impacts on Euclid Avenue (see Chapter 8). This provision in the ordinance for a mitigation trust fund can be used as mitigation for projects that adversely affect/significantly impact Euclid Avenue in the same manner the City already utilizes it, or the idea itself can be used to develop a separate mitigation fund specifically for Euclid Avenue.

The Ordinance includes provision for enforcement and penalties that makes substantial alteration or demolition of a Historic Resource in Violation of the ordinance: "Any alteration or demolition (including partial demolition) of a historic resource in violation of this Division is expressly declared to be a nuisance and shall be abated by restoring or reconstructing the property to its original condition prior to the violation. Any person or entity who demolishes or substantially alters or causes substantial alteration or demolition through deferred maintenance of a structure in violation of the provisions of this Division, shall be liable for civil penalties." Euclid Avenue is an Historic Resource that should be subject to this provision. The guidelines provided in Chapter 6 and suggested treatments in Chapter 7 should be used to assist the City in implementing this provision as it relates to Euclid Avenue.

Most relevant to this management plan is the ordinance provision providing guidelines for the treatment of historic properties. The Ordinance requires use of the SOIS: "In order to ensure that Ontario's historic resources are preserved for future generations, any proposed work on a historic resource shall follow the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings." The Ordinance provides design guidelines intended to assist the designers or property owners in understanding the City's goals and objectives for historic preservation by providing examples of potential design solutions and recommendations. Essentially, the ordinance outlines treatment guidelines influenced by the SOIS and other sources for buildings, including additions, roofs, doors, windows, and building materials (wood, metal, stucco, etc.). These recommended treatments are designed to be applied primarily to buildings or properties with multiple buildings, rather than infrastructure such as complex properties such as Euclid Avenue. The intent of the treatment recommendations in the following chapters is to adapt the SOIS guidelines to Euclid Avenue Historic Property in a manner that is complimentary to the Existing Ontario historic preservation ordinance.

5.3 Implementation

As a CLG, the City of Ontario is responsible for maintaining a program to assist with the consistent application of local, State, and Federal historic preservation efforts within its jurisdiction. Ontario Planning staff, along with the Historic Preservation Sub-Committee and Historic Preservation Commission, review all historic preservation applications, including proposed alterations to the exterior of historic buildings and alterations to public improvements, such as streets, street trees, sidewalks, light fixtures, curb and gutter, and storm drains within Ontario's historic neighborhoods through issuance of a Certificate of Appropriateness or Waivers for minor alterations, restoration, and rehabilitation. A Certificate of Appropriateness will be required for all maintenance, preservation, restoration, alterations, rehabilitation and new construction projects located within the public right-of-way of the historically designated segment of Euclid Avenue.

All projects that have the potential to affect historic Euclid Avenue (between Philadelphia Street and Interstate 10) must be reviewed by the City of Ontario's Planning Department prior to commencement of the project. All projects are subject to the Ontario Development Code, in accordance with California Environmental Quality Act (CEQA), and the City's local ordinance and design review processes.

The City's Historic Preservation Commission (HPC), Historic Preservation Subcommittee (HPSC), or Planning Director will determine if the project would cause a substantial adverse change to the significance of historic Euclid Avenue. Substantial adverse change includes demolition, destruction, relocation, or alteration such that the significance of an historical resource would be impaired, as outlined in PRC 5020.1(q). To avoid or mitigate causing a substantial adverse change to the significance of the historical resource, any proposed project shall conform to the SOIS. The HPC, based on the recommendation of staff or consultants meeting the professional qualifications for historic preservation (outlined in CFR 800 Part 63) will analyze whether any proposed project complies with the SOIS. Projects that meet the SOIS may be implemented without further review and shall be reported in the City's CLG Annual Report, in accordance with the CLG requirements. City staff coordinates and collaborates with the local non-profit Ontario Heritage Historical Society and other organizations to promote, inform, educate, and celebrate Ontario's historic preservation and the program.

6.0 EXISTING CONDITIONS AND TREATMENT RECOMMENDATIONS

This chapter focuses on providing treatment recommendations for the most important Euclid Avenue CDFs. First it lays out the existing conditions of the CDFs to provide a baseline for assessing affects/impacts. Second, it provides general treatment recommendations that can be used to avoid adverse effect/impacts to each major CDF.

According to the Standards for Rehabilitation, CDFs that are important to defining a property's historic character should be retained thought the preservation of existing materials to the greatest extent feasible. If deterioration or damage requires intervention, repair of existing character defining features should be considered first. Where deterioration necessitates replacement, features should be replaced in-kind or with a compatible substitute material. Following repair in this hierarchy, Rehabilitation guidance allows for replacing an entire character-defining feature with new material because the level of deterioration or damage of materials precludes repair. For such repair, it is essential that the replacement matches the original historic feature based on physical or documented evidence.[90]

The cobblestone curbs provide a good example of the application of the Standards and their translation from focusing on buildings to focusing on landscape or infrastructural properties (also see section 6.7 below). The treatment recommendation first requires preservation of existing curbs, followed by repair of minor damage if feasible. This would be within the purview of existing or routine maintenance. When retention or repair is not feasible, or hence a "project" becomes necessary, the standard approach is to replace the curb section in-kind based on plans developed based on exiting examples and documentary evidence by the City. A key aspect of the replacement is to re-use as much of the original cobblestones as possible or to source similar stone replacements. This approach has been used on several recent Caltrans and City of Ontario Projects on Euclid Avenue.[91]

Where missing, features should be restored based on physical or documentary evidence or replaced with new features that are compatible with the historic character of the property. In general, incompatible features and materials can or should be removed. Non-CDFs or features from outside the period of significance may be removed, and new compatible replacements may be installed as required for continued use. Continuing with the cobblestone curb example, when a project removes sections of modern concrete curb that replaced the original cobblestone curbs, the treatment recommendation that is consistent with the SOIS Standards would be to replace with cobblestone curbs per City plan rather than concrete curbs.

Some alterations to a historic property may be needed as part of a project to ensure its continued use, such as code related safety requirements. However, it is most important that such alterations do not radically change, or destroy character-defining spaces, materials, and features. Alterations may include changes to the site or setting, such as the selective removal of buildings, features or elements of the setting that are intrusive, not character defining, or that are outside the property's period of significance may also be removed.

Another example of the general application of the Standards on landscaped infrastructure such as Euclid Avenue is to look at the median trees. Modern code or design standards may require large trees to be planted at a greater setback from the travelled way than was originally required when the trees were planted. A plan should be developed that requires that as new trees are planted to replace the older trees, they can

[90] Anne E. Grimmer, The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (Washington, DC: US Department of the Interior, National Park Service, Technical Preservation Services, 2017).https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm.

[91] Caltrans project files are available at the Caltrans District 8 office, San Bernardino, CA. These include the Interstate 10 Corridor Project (EA 0C250, 2015), the SR-83 Safety Enhancements Project (EA 1K790, 2021), the SR-83 Install Signals at Phillips Street Project (EA 1N600, 2023-24), and Encroachment Permit Projects (08-N-LC-0468, 08-20-N-LC-0468, 08-20-6-MC-0393, 08-20-N-BS-1333).

be planted at a slightly greater setback (36" as opposed to 24" for example). While the differing setback may be noticeable at first, as trees grow in over time the difference in setback would be hardly noticeable, yet the overall scale of the median and double tree row would be preserved.

What follows is a discussion of treatment recommendations for the most salient CDFs most likely to be impacted by various types of future projects.

6.1 Alignment

Existing Conditions

The Euclid Avenue alignment remains in its original location and retains its overall original design. The design represents the uniqueness and importance of the Chaffey brothers' planning of the Ontario Irrigation Colony with Euclid Avenue as its centerpiece. The alignment consists of the entire 200-foot-wide right-of-way with a 60-foot-wide landscape median, 55-foot-wide roadways and 15-foot-wide parkways. While portions of the alignment have been altered since initially constructed, its original design remains evident and intact.

The overall integrity of setting of Euclid Avenue has been diminished over time due to ongoing development since it was initially constructed. Most of the agricultural land and larger Villa Lots have now been converted into residential subdivisions and commercial town lots. Originally, the outermost intersecting streets were at an interval of 0.25 miles with the streets in the Villa Lot area at an interval of 0.125 miles and in the town were 375 feet. Many new streets have been constructed, but the north-south and east-west grid pattern has remained, as well as the 375-foot intervals in the town, with a few exceptions. However, most of the alignment is original to its 1882 design, and it retains integrity of location, design, workmanship, association and feeling as a highly visible north-south transportation corridor and centerpiece of Ontario and Upland.

Treatment Recommendations

Looking at the alignment of Euclid Avenue is also in some ways looking at the totality of the resource, or in other words, the big picture. The overall design, spatial relationships, and visual character of the Euclid Avenue alignment should be preserved and maintained to the greatest extent feasible, including:

- Location of the alignment through the cities of Upland and Ontario
- Continuous north-south linear axis, 200 feet in width
- Uniform spacing of parallel linear features along the Euclid Avenue ROW that comprise the alignment (60-foot-wide median, 55-foot-wide drives and 15-foot-wide parkways)
- Orthogonal grid street plan with north-south axis and east-west streets intersecting the alignment at generally regular intervals
- Generally flat grading throughout, following the natural topography
- Continuous, uninterrupted north-south viewshed from within the alignment
- Retain and preserve landscape features that are important in defining the overall historic character of the setting. Such features can include circulation systems, such as roads and streets; features such as light posts or benches; vegetation, such as rose beds and tree rows; open space, such as the median; and important views or visual relationships.
- Protect and maintain historic features in the setting through regularly scheduled maintenance and landscape management

6.2 Median

Existing Conditions

The median remains in its original location and retains its overall design. The 60-foot-wide center median on Euclid Avenue is heavily landscaped with a double row of trees. The center median is planted with predominately California pepper (Schinus molle) trees, 50 feet on center, with date palm (Phoenix dactylifera) trees, originally alternating with the peppers, typically existing at intersections; both originally planted in

1883. The date palms were removed shortly after they were planted to give the street a more uniform look, and therefore have no impact on the integrity of the street. Many of the original trees remain, most notably north of Foothill Boulevard to 24th Street, which remains in original condition. Some southern magnolias (Magnolia gradiflora) have been planted along Euclid Avenue to replace pepper trees that had died and had to be removed. There are also the occasional cedar deodar (Cedrus deodara) and other tree specimens that have been planted over the years. The entire median throughout Ontario is landscaped with turf and beds of Armstrong Roses. The median is edged with masonry rock curbs. There are periodic breaks in the median for cross traffic maneuvering. The Euclid Avenue median is original and highly visible. While portions of the median have been altered since initially constructed, its original design remains evident and intact.

Treatment Recommendations

The overall design, spatial relationships, and visual character of the Euclid Avenue median should be preserved and maintained to the greatest extent feasible, including:

- Retaining and preserve landscape features such as light posts, vegetation, such as rose beds and tree rows, and open space
- Protect and maintain these historic features in the setting through regularly scheduled maintenance and landscape management. Such efforts may include establishing a plan for assessing tree health, trimming, and replacement and regular watering
- Location of the median at the center of the Euclid Avenue ROW within the cities of Upland and Ontario
- Continuous north-south linear axis
- Generally uniform width (60 feet) throughout
- Generally flat grading throughout, following the natural topography
- Continuous, uninterrupted north-south viewshed from within the alignment
- Continuous double row of California Pepper Trees (Schinus molle) trees planted 50 feet apart (Refer to Section 5.3.1 for more detailed information about tree planting implementation)
- Center open space – maintain either manicured lawn, mulched walking path, or similar use
- Masonry rock curb bordering the median

6.3 Parkways

Existing Conditions

There are mature Silk Oaks that line both the east and west parkways of Euclid Avenue. Each parkway is 15 feet wide, bordered with masonry curb. In some areas the masonry curb is replaced and is landscaped with a continuous scored sidewalk or have turf and a single row of mature silk oaks planted 30 feet apart. Some of these trees have become quite large over time, like those that have been constantly watered in front of Chaffey High School that have trunk diameters of 3 to 4 feet. All these original historic trees along Euclid Avenue were planted in 1883 and are now over 137 years old. However, there are areas where original tree rows have been modified or replanted. The most evident example is in the downtown area from G Street to the UPRR, where most of the Silk Oaks have been removed and the parkways have been lined with concrete. The scored concrete path is not obscured; rather concrete has been added around it with tree planters. The recent City of Ontario Urban Canopy Tree project was completed in 2020, and has continuously planted Chinquapin oaks (Quercus muhlenbergi) along the parkways in the downtown area between Holt Blvd. and G Street, thus re-establishing the tree line with a different, but compatible species of oak. Due to this replacement that was done in accordance with the SOIS Standards, these trees should now be considered part of the contributing element to the historic property.

The Euclid Avenue parkways are original and highly visible. While portions of the parkways have been altered since initially constructed, the original design remains evident and intact.

Treatment Recommendations

As with the median, the parkways are among the most important part of the overall alignment. The overall design, spatial relationships, and visual

character of the Euclid Avenue parkways should be preserved and maintained to the greatest extent feasible, including:

- Retaining and preserve landscape features such as light posts and tree rows
- Protect and maintain the trees through regularly-scheduled maintenance and landscape management. Such efforts may include establishing a plan for assessing tree health, trimming, and replacement and regular watering
- Location of the parkways framing the Euclid Avenue ROW throughout its extent within the cities of Upland and Ontario
- Continuous north-south linear axis
- Uniform width (15 feet each) throughout
- Generally flat grading throughout, following the natural topography
- Continuous single row of Silk Oak trees (Grevillea robusta) planted 30 feet apart
- Masonry rock curbs along inside edges
- Continuous scored sidewalks throughout the entire length
- Mature Silk Oaks lining both the east and west parkways along Euclid Avenue

6.4 Drives

Existing Conditions

The two 55-foot-wide roadways vary slightly in width, lane pattern and parking. In total, they comprise six lanes of traffic (three lanes running south and three lanes running north) in Ontario and four lanes of vehicle traffic (two lanes running south and two lanes running north) with bike lanes and street parking in Upland. They are paved with asphalt with various striping throughout, including pedestrian crosswalks and major intersections.

The physical materials of the drives (pavement, striping, lane markers) do not contribute to the character of Euclid Avenue as they have been substantially altered over time and replaced as needed for ongoing maintenance. However, they do contribute to the overall visual character and their overall spatial arrangement should be retained to the greatest extent feasible.

Treatment Recommendations

The overall design and visual character of the Euclid Avenue drives should be preserved and maintained to the greatest extent feasible, including:

- Maintain the continuous north-south linear axis and generally uniform width (55 feet) throughout
- Maintain masonry rock curbs along the median and parkways.
- Avoid new pavement markings with bright colors other than that standard white, that may detract from the overall visual character and feeling avoiding the use of non-standard markings and limit the number of markings to avoid visual clutter.

6.5 Tree Rows

Existing Conditions

The tree rows contribute to the overall visual character of Euclid Avenue, and have already been addressed as part of the median and parkways. The parkways each feature a single row of trees, planted 30 feet apart, and the medians feature a double row of trees, planted 50 feet apart. The individual species of trees specific to the parkways and median are identified in Section 3.2 Character-Defining Features Tables. They are primarily species native to Australia, a historic characteristic of the landscape architecture and design of Euclid Avenue.

Treatment Recommendations

The overall design, spatial relationships, and visual character of the tree rows along the Euclid Avenue parkways and median should be preserved and maintained to the greatest extent feasible, including:

- Protect and maintain the trees through regularly-scheduled maintenance and landscape management. Such efforts may include establishing a plan for assessing tree health, trimming, and replacement and regular watering

- Individual trees that are severely damaged and require replacement should be replaced in kind or with a species compatible with the historic character of the historic property
- Where portions of the otherwise continuous tree rows are missing due to previous alterations, it is recommended that new tees that are compatible species be planted following the original landscape design of the parkways and median, as applicable, to restore the overall visual character of the historic property
- Non-original trees that are incompatible with the historic character of the property may be retained or removed. (Incompatible trees may include species that were not historically located along Euclid Avenue, or those planted in locations that deviate from the historic landscape design of parkways and median). If removed, non-compatible trees should be replaced with compatible tree species

6.6 Scored Concrete Sidewalks

Existing Conditions

The continuous sidewalks along the parkways of the historic portion of Euclid Avenue are scored, with a square scoring pattern found in many of the older neighborhoods in Ontario. The sidewalk scoring is approximately 2 feet by 2 feet for each square. The path is two squares wide and is approximately 4 feet wide. The continuous, scored concrete sidewalks are an early design feature of the parkways. Although some portions have been replaced with various paving types, their location within the parkways is retained and the overall integrity and visual character of the sidewalks remains intact.

Treatment Recommendations

The overall design, spatial relationships, and visual character of the scored concrete sidewalks along the Euclid Avenue parkways should be preserved and maintained to the greatest extent feasible, including:

- Maintain existing sidewalk width
- Retain extant sidewalks with historic scored concrete pattern throughout
- Repair any damaged concrete by patching with new concrete that duplicates the old in strength, composition, color, and texture
- Replace severely deteriorated or missing portions of historic sidewalk in kind to match the extant historic concrete sidewalks in composition, color, and texture
- New concrete sections that emulate the old should be stamped with the new date as to be compatible with but differentiated from the old, as to clearly be a record of its time and place as a later repair

6.7 Granite Cobblestone Curbs

Existing Conditions

The curb material found along historic Euclid Avenue and in early Ontario historic neighborhoods is constructed with indigenous rock. The curbs along Euclid Avenue were originally made of large granite cobblestones and concrete. The majority of the original masonry curbs along the historic portions of Euclid Avenue still exist today. However, there are portions of masonry curb along Euclid Avenue that have been replaced over time with modern curb. Some sections of the original granite cobblestone masonry curbs have been replaced over time with in-kind cobblestone masonry curb replacements. The granite cobblestone masonry curbs boarder the parkways as well as the median and are a unifying feature of the historic property.

Treatment Recommendations

The overall design, spatial relationships, and visual character of the granite cobblestone curbs aligning the Euclid Avenue parkways should be preserved and maintained to the greatest extent feasible, including:

- Retain existing granite cobblestone and concrete curbs throughout
- Repair damaged concrete by patching with new that duplicates the old in strength, composition, color, and texture
- Replace severely deteriorated or missing portions of granite cobblestone and concrete curbs in kind to match extant originals

- Replacement cobblestone curbs should be replaced consistently with a plan developed by the City.
- When sections of modern concrete curb that replaced the original cobblestone curbs require replacement, these should be replaced with cobblestone curbs per City plan to re-establish historic continuity as much as possible
- Do not paint the existing historic cobblestone and concrete curbs; remove paint from such features as appropriate

6.8 Vintage Lighting

Existing Conditions

The historic portions of Euclid Avenue display a variety of vintage streetlight styles. The original cast-iron lampposts were replaced in the mid-1920s with King Standard lampposts. Over time, some of these lights have been replaced by Cobra light fixtures by the City of Ontario and Caltrans to improve the safety for vehicular traffic along Euclid Avenue which is State Highway Route 83. Larger vintage concrete light poles, likely erected in the 1950s and retrofitted with replacement arms and lights in the 1980s, also line the parkways of Euclid Avenue. However, these concrete light poles are not in-kind replacements of the originals and do not date from the period of significance and therefore do not contribute to the character of Euclid Avenue. Also, the replica vintage lighting around the reconstructed band stand are not original features and therefore were not identified as CDFs in the NRHP nomination; however, based on stakeholder input and for the purposes of this HPTMP, they have been included as a CDFs.

Treatment Recommendations

Recommended treatments for the vintage light fixtures include:

- Retaining the historic King Standard lampposts, Cobra lampposts and replica lampposts surrounding the community bandstand. These existing lampposts should be retained throughout
- Any damaged or deteriorated lampposts should be repaired and cleaned of corrosion as needed. Replace broken or missing glass within the lanterns in kind
- For consistency, lampposts requiring replacement or new light post should conform to the standard plan developed by the City
- Where deterioration necessitates replacement, individual lampposts should be replaced in kind. Where necessary to meet new safety requirements, compatible light fixtures should be added to the greatest extend feasible.

6.9 Other Structures and Objects

Existing Conditions

Various built structures and objects are located throughout the parkways and median; some of these have been identified as CDFs in this HPTMP (see Section 3.2 Character-Defining Features Tables). In Ontario these include the WCTU Drinking Fountain, Community Bandstand, Gravity Mule Car Replica, Frankish fountain and Veterans Memorial. CDFs in Upland should be treated the in the same manner, and include the Bridal Path, Madonna of the Trail Monument, driveway bridges, and gutters.

These are original and early features that contribute to the historic significance of Euclid Avenue that reflect its association with the social history of the community as well as its association with the Chaffey brothers and Charles Frankish and their contributions to the development of Ontario and Upland.

However, because some of the features, such as the Frankish Fountain and WCTU drinking fountain have been relocated multiple times since they were initially constructed, If future relocation becomes necessary, these features may be moved to new locations that are equally visible within the Euclid Avenue ROW. Several of the monuments, structures and fountains that have been added to the historic Euclid Avenue over time have acquired significance in their own right, including the WCTU Fountain, replica bandstand, mule cart replica display, and the Veteran's Memorial. For the purposes of this HPTMP, they are considered significant and should be retained and preserved.

Some features, such as the mule cart replica and Veterans Memorial were constructed outside of the period of significance identified for historic Euclid Avenue. They were not identified as CDFs in the NRHP

nomination, however, based on stakeholder input and for the purposes of this HPTMP, they have been included as CDFs and should be retained in their existing locations to the greatest extent feasible. The Chaffey Brothers erected the small fountain in the median at the southern end of Euclid Ave near A Steet (Holt Blvd.) during Euclid's inception in the late 1880s as a symbol of prosperity and to show new arrivals Ontario's ample water supply and unique system of delegating water within the agricultural colony. In 1886, when Charles Frankish and a group of investors acquired the Chaffey's holdings in the Ontario Land and Improvement Company, Frankish constructed a new fountain that replaced the Chaffey's fountain. The self-contained round fountain is approximately 6-feet tall with a tri-tiered design and a bottom bowl approximately 10-feet wide. The Charles Frankish Fountain was moved from its original location in the median to the area it stands today on the southeast corner of Transit Avenue and Euclid Avenue, just outside of the parkway in front of the Ontario Art Museum of History & Art.

The Women's Christian Temperance Union (WCTU) Drinking Fountain was erected on the corner of Euclid Avenue in front of the Citizens Bank building on the corner of A Street (Holt Boulevard) on July 4th, 1908. The WCTU fountain stands approximately 7-feet tall and is constructed with small granite cobblestones. The fountain tower has a square massing and a square cobblestone masonry base with a plaque that reads WCTU 1908. Four cobblestone masonry pilasters with four windows with keystone rounded arches provide access to the drinking fountain. The fountain is topped with a pyramidal or square hipped cobblestone cap. It was moved twice in the past, once on September 6th, 1975, by the Ontario Parkway Kiwanis Club to commemorate their Bicentennial and later in 1998 it was moved to its present location in the median near C Street.



Figure 19 Original Community bandstand at Euclid Avenue and A Street (Holt Boulevard)' 1895. Source: Ontario City Library.

The first original bandstand was constructed on Euclid Avenue in 1892. However, the bandstand has been rebuilt and moved often over the years. The bandstand was once located in the Euclid Avenue median, just north of A Street (Holt Boulevard.), at B Street. The original Euclid bandstand was designed as a two-story octagonal structure with a closed shiplap sided first story for storage and an open second story with timber staircase, deck, and handrail. The bandstand was originally constructed with timber in an octagonal open design with decorative lathed timber columns supporting a steeply pitched curved roof that came to a tall point. The bandstand was relocated south on the median at Emporia Street and remodeled in 1905, removing the bottom story. The bandstand fell into disrepair. It was eventually dismantled and taken down in 1931. In 1997 the Kiwanis Club of Ontario funded the construction of the replica bandstand. The replica bandstand was rededicated with its new name, the R. Jack Mercer Community Bandstand, on July 4th, 2001. The replica was designed after the second bandstand on Euclid Avenue, with the singe-story bandstand design and a less steep, straight pitched roof.



Figure 20 Relocated Bandstand, Date Unknown (Source Ontario City Library)

The mule cart replica display is held in a rectangular building approximately 20-feet by 15-feet with 10-foot ceilings and a low-pitched gabled roof. The building has large picture frame windows on all sides allowing viewers to view the mule cart replica inside. The mule cart replica was built in the mid-1950s to celebrate Ontario's 75th anniversary of its founding. It was refurbished in 1974 and placed at its current location. The replica display is located in the median across from the bandstand.

Ontario's Veteran's Memorial obelisk located on Euclid's median at B Street was constructed and dedicated on May 13, 1999 to honor our local veterans. During the Great Depression, as part of a Euclid Avenue beautification project, the Chamber of Commerce worked with the city in 1934 to obtain SERA (State Emergency Relief Administration) funding to pay local men to erect a "Court of Honor."

The Court of Honor was located on Euclid's median at A Street. There were two obelisks that faced one another: one on the north side of Holt to honor veterans, another on the south side of Holt to honor the city's pioneers. The obelisks were 13 feet tall and 2 ½ feet deep, each on a 6 x 6 square base and were constructed of steel and concrete, weighing in at 13 tons each. The memorial was demolished 5 years later.

Treatment Recommendations

SOIS compliance for these CDFs should follow the general treatment hierarchy outlined in Section 6.0 at the beginning of this chapter. These CDFs should be preserved and maintained to the greatest extent feasible, including :

- In general, the other structures and objects that were identified in the CDF tables in this HPTMP should be retained in their existing locations to the greatest extant feasible.
- Identify CDFs or features that are important to each individual structure or object for priority in maintenance and preservation
- Preservation of existing historic materials to the greatest extent feasible
- Repair rather than replace if feasible
- If replacement is necessary, use in-kind or closely compatible materials that are similar in color, texture, scale, etc.
- Code or standard requirements should be met such that alterations do not radically change, or destroy the overall character-defining spaces, materials, and features
- New work should be differentiated from the old

7.0 IMPLEMENTATION OF TREATMENT RECOMMENDATIONS

The purpose of this section is to provide more detailed guidance on how to develop more specific measures to ensure that the major Euclid Avenue CDFs are preserved to the greatest extent possible and that alterations to the historic transportation corridor are consistent with the SOIS. As it is difficult to anticipate every foreseeable future improvement or project and how they could affect/impact historic Euclid Avenue, this section will focus on the treatment of the most-likely-affected CDFs. Based on project experience, the most commonly affected CDFs are the tree rows, the scored concrete sidewalks, granite cobblestone curbs, and vintage lighting. The following sections will provide specific guidelines for each of these features. Where applicable, Caltrans has provided photographs and drawings to illustrate design details.

It should be noted that some of the CDFs identified in the CDF Tables in Section 3.2 and discussed in the previous chapter are not discussed in this section in the same depth because they are unlikely to be affected (e.g. the alignment) or they are larger features that include other CDFs within them that are discussed separately (e.g. median and parkways). However, several general observations about these larger overarching CDFs that contain other contributing elements can be made.

First, the overall alignment itself can be viewed as the sum of all the other CDFs and is often not significantly altered by any individual project. Rather, maintaining the integrity of the overall alignment is synonymous with ensuring that cumulative effects do not occur over time from individual projects. This goal can be attained by ensuring that individual projects meet the SOIS recommendations outlined herein, particularly to those CDFs that are commonly impacted by projects such as curbs, trees sidewalks, and lampposts (all discussed in detail below). On the other hand, projects that directly affect the overall alignment would tend to be larger projects that would likely require mitigation for an adverse effect/significant impact as opposed to SOIS measures aimed at avoiding adverse effects/impacts. For example, a project that changed the orthogonal street plan with its north-south axis and east-west streets intersecting the alignment at generally regular intervals would likely be of such scale that mitigation would be required. In these instances, it is difficult to lay out project specific measures that would depend on the particulars of the project.

Second, the drives can also be viewed as part of the overall alignment in that their overall width and overall visual character are a major visible feature of and contribute to the character of historic Euclid Avenue, but their physical materials (pavement, striping, lane markers) do not contribute. Like the overall alignment, projects that affect the drives would most likely affect other features such as the curbs or median more significantly or would have an effect on the visual or character of the overall historic property. Such a visual affect such as painting road markings with bright colors or adding bright reflective signs is already addressed generally in the treatment measures in Chapter 6 with the recommendation to avoid new pavement markings with bright colors other than that standard white that may detract from the overall visual character and feeling. Avoiding the use of non-standard markings and limiting the number of markings will help avoid visual clutter and affect the historic property/historical resource less.

Finally, a few general observations can be made about the parkways and median in addition to their discussion in relation to tree rows, sidewalks, and cobblestone curbs (see below). While these are large features that are clearly part of the overall alignment, project-specific measures or conditions that meet the SOIS can be derived from the treatment recommendations in Chapter 6. Per those recommendations, maintaining the tree rows and cobblestone curbs are the most important priorities for the median and parkways. These are addressed in their respective sections below. Second, maintaining the width of the median and parkways is important. Width reduction is sometimes a project component, for example when a turn lane is installed requiring widening into the median or parkway. Determining level of effect and developing measures, be they SOIS measures to avoid adverse effects/significant impacts or mitigation measures for adverse effects/significant impacts would be subjective and depend on project variables. As such, these

scenarios are discussed further in Chapter 8 in the discussion of project features that potentially cannot meet the SOIS.

7.1 Tree Rows

The tree rows—both those in the medians and in the parkways -- contribute to the overall visual character of Euclid Avenue and are among the most significant CDFs of the historic property/historical resource. The original trees were planted in 1883, making them over 140 years old, and some have trunks over three feet wide. Preserving the trees is of the upmost importance to the preservation of Euclid Avenue. The medians feature a double row of California Pepper Trees (Schinus molle), planted 50 feet apart and the parkways feature a single row of Silk Oak Trees (Grevilia Robusta) planted 30 feet apart.

Originally the Chaffey Brothers planted Date Palm Trees (Phoenix dactylifera) in between the Pepper Trees along the median because the Pepper Trees were young and would need time to grow and the palm trees grew quickly to provide a more complete look. Shortly after, the Palms were removed, but a few of the original Palms remain. Southern Magnolias (Magnolia grandiflora) have been planted in the median replacing the original Pepper Trees, most notably in the downtown area from D Street to Holt Boulevard.

The City of Ontario planted Chinquapin Oaks (or Chinkapin, Quercus muehlenbergii) along the parkways in the downtown area from G Street to Holt Boulevard where the Silk Oaks were no longer extant. Thus, there are now continuously planted Chinquapin Oaks along the downtown parkways, thus re-establishing the tree line with a different, but compatible species of oak. Due to this replacement that was done in accordance with the SOIS Standards for a project in 2020, these trees should now be considered part of the contributing element to the historic property. There are also sporadic Cedar Deodar (Cedrus deodara) and other tree species that have been planted over time, however, according to the 2006 NRHP nomination, these trees do not contribute to the significance of the historic property/historical resource. The California Pepper and Silk Oak Trees are significant to the historic design of the corridor as the species were specifically chosen by the Chaffey Brothers because they are resilient to drought and are native to Australia. The California Pepper and Silk Oak Trees are a historically significant characteristic of Euclid Avenue's historic landscape design signifying its international influence as the Chaffey Brothers constructed and modeled two other Euclid Avenues, with the same name, and tree rows in the median as well as parkways, in Mildura in northern Victoria, and Renmark in southern Australia.

To retain the historic character of historic Euclid Avenue, the removal or replacement of character-defining trees or spaces and spatial relationships between landscape features that characterize the property shall be avoided. If replacing a character-defining tree identified in the CDF tables is required, the new tree shall match the old in as closely as possible. The following can be used as guidance to develop project-specific measures or conditions that are consistent with the SOIS or used as measures or conditions directly:

- Contributing or character defining trees should be defined as the original trees or their mature replacement
- If character-defining trees must be removed, they should be replaced in-kind at a ratio of 1:1 or greater when removing an original 140-year-old tree with a young 5-year-old one, more should be replanted to fill in vacant spots in the tree rows nearby.
- In-kind replacement trees in the median should be California Pepper Trees (Schinus molle)
- In-kind replacement trees in the parkways should be Silk Oak trees (Grevillea robusta)
- The Chinkapin Chinquapin Oaks (Quercus muehlenbergii) along the parkways in the downtown area from G Street to Holt Boulevard are acceptable in-kind replacements in the parkways
- When non-contributing trees such as Southern Magnolias, cedar deodar, or camphor require replacement, they should be replaced with either California pepper, Silk Oak, or Chinquapin Oaks, depending on location.

- Other tree species may be determined to be compatible infill in the tree lines by the City in consultation with consulting or interested parties who have a demonstrated interest in the historic property. To be consistent with the SOIS, consideration should be given to tree types of similar appearance, size, and growing requirements
- In-kind tree replacement ratios should be a minimum of 1:1 or greater, when removing an original adult 140-year-old tree with a young 5-year-old one, more should be replanted to fill in vacant spots in the tree rows nearby if possible.
- Tree spacing and rows of trees within in the median and parkways should be retained. (A single row of Silk Oak Trees along each parkway 30-feet on center, a double row of California Pepper Trees within the median 50-feet on center)
- In-kind tree replacements should be replanted in the same location. When replacement in the same location is not possible, a location as close as possible to the original location should be chosen
- When replacement in the same location is not possible, consideration can be given to replacing trees elsewhere along the historic property, with consideration given to replacing missing trees within existing tree rows.
- The median and parkway trees should be maintained through regularly scheduled maintenance and landscape management. Such efforts should include establishing a plan for assessing tree health, trimming, and replacement, and regular watering



Figure 21 Euclid Ave. CDF Map

The above image shows a portion of the inventory of extant CDFs including trees within the median and parkways of historic Euclid Avenue. The inventory map of CDFs can be found in Appendix 2. The red trees indicate the locations of contributing historic Pepper trees, the pink trees indicate the locations of in-kind replacements of Pepper Trees, the green trees indicate the location of contributing Silk Oak Trees, the blue trees indicate the location of in-kind replacements of Silk Oak Trees, the grey trees indicate the locations of Magnolia trees, the dark green trees indicate the locations of Palm Trees, the purple trees indicate the locations of Cedar Trees, and the green and purple trees indicate Pine Trees. In addition, the City of Ontario has a tree plan that depicts the locations and health of extant and infill trees that can be consulted when project considerations regrading trees need to be made.



Figure 22 Original California Pepper Tree



Figure 23 In-Kind Replacement of California Pepper Trees



Figure 24 Original Silk Oak & Date Palm Trees



Figure 25 Southern Magnolia Tree in the Median

7.2 Scored Concrete Sidewalks

The continuous sidewalks along the parkways of the historic portion of Euclid Avenue are scored, with a square scoring pattern found in many of the older neighborhoods in Ontario. The sidewalk scoring is approximately 2 feet by 2 feet for each square. The path is two squares wide and is thus approximately 4 feet wide. The continuous, scored concrete sidewalks are an early design feature of the parkways. Although some portions have been replaced with various paving types, their location within the parkways is retained and the overall integrity and visual character of the sidewalks remains intact.

To retain the historic character of Euclid Avenue, the removal or replacement of the scored concrete sidewalk or their spatial relationship to the parkways and adjoining properties that characterize Euclid Avenue should be avoided. Any chemical or cleaning treatments used for maintenance or rehabilitation should not damage the scored concrete sidewalk. When replacement of the scored concrete sidewalk is required, the replacement concrete sidewalk should match the old in design (size), color, texture, and where possible, materials. The following measures or conditions are consistent with the SOIS:

- Any project that includes removal or replacement the scored concrete sidewalk should replace the scored concrete sidewalk in-kind with the same scoring pattern dimensions of concrete with new that is comparable in strength, composition, color, and texture.
- A project that requires removal or replacement of modern concrete sidewalk installed outside the Euclid Avenue period of significance should replace the subject section of sidewalk with historically compatible scored concrete sidewalk.
- All in-kind replacements should be differentiated from the old where possible. A typical way to achieve this is to date stamp the new concrete sections at beginning and end locations.

The adjacent figure depicts a section of replaced scored concrete sidewalk that replicates the original.



Figure 26 Scored Concrete Sidewalk In-Kind Replacement

7.3 Granite Cobblestone Curbs

The curb material found along historic Euclid Avenue and in early Ontario historic neighborhoods is constructed with indigenous rock. The curbs along Euclid Avenue were originally made of large granite cobblestones and concrete. The original granite cobblestone curbs stood about 8-inches high with concrete mortar in-between the vertical cobblestones with a slim concrete curb on top (Figure 25 & 26). The originals also had cobblestone gutters. A different decorative granite cobblestone curb was used in the median around the bandstand area, that had a distinctive pattern with 12-inch vertical granite cobblestones in-between the 8-inch granite cobblestones. This decorative granite cobblestone curb around the bandstand area is no longer extant.

The majority of the original masonry curbs along the historic portions of Euclid Avenue still exist today. However, there are portions of masonry curb along Euclid Avenue that have been replaced over time with modern curb. Some sections of the original granite cobblestone masonry curbs have been replaced with in-kind cobblestone masonry curb replacements. The granite cobblestone masonry curbs border the median as well as parkways and are a unifying feature of the historic property/historical resource. Granite cobblestone masonry curbs are also a prominent feature throughout the locally designated Euclid Avenue Historic District neighborhoods.

To retain the historic character of Euclid Avenue, the removal or replacement of granite cobblestone masonry curbs, spaces, spatial relationships that characterize the property should be avoided and any chemical treatments used for maintenance or rehabilitation should not damage the masonry curbs. When replacement of the masonry curbs is required, the new masonry curbs shall match the old in design, color, texture, and where possible, materials.

Fortunately, both the City of Upland and the City of Ontario have both developed replacement plans for historic cobblestone curbs (see figures following). In essence, if curb replacements within the Euclid Avenue historic corridor are done according to these plans, they should be considered to meet the SOIS standards (See Figure 31).

The following can be used as guidance to develop project-specific measures or conditions that are consistent with the SOIS or used as measures or conditions directly:

- If the granite cobblestone curbs cannot be rehabilitated then they must be replaced in-kind, with the same dimensions, similar granite (reuse of originals preferred), and concrete that is comparable in strength, composition, color, and texture.
- The existing granite cobblestones should be re-used, when feasible. The concrete should be broken and removed from the cobblestones, and the cobblestones cleaned and stored to be re-used. If the cobblestones get damaged or cannot be reused, then locally sourced granite cobblestones of similar color and dimensions should be used. All new in-kind replacements should be able to be differentiated from the old. Upland and Ontario cobblestone curb replacement standard plans differ slightly from the original historic rock curb installation methods sufficiently to distinguish them from the old while still meeting the SOIS.
- The granite cobblestones should be a minimum of 10-inches tall. If they are 12-inches or longer than excavation of the curb area should be deeper to bring them to the same height. The granite cobblestones should show a minimum of 6-inches tall of stone face and 1-to-2-inches tall of concrete curb on top. The granite cobblestones should be placed 2-inches apart, the concrete should be removed from the stone faces, and hand tools should be used to place the stones and mortar. The maximum granite cobblestone curb height should be 8-inches. The maximum granite cobblestone width should be 6-inches on top and 8-inches on the bottom with a 2-inch taper being wider at the bottom, angling the curb face outward. The dimensions and in-kind granite cobblestone replacement plans are illustrated in Figures 31 and 32.

- Repaving and overlaying the asphalt without grinding it down or removing layers can cause the masonry curbs to be buried over time. Projects that involve repaving should grind down or remove layers of asphalt during the repaving process to maintain the proper curb height (8 inches, 6-inches of stoneface with 1-to-2-inches of concrete on top).
- Chemical or physical treatments to remove graffiti or paint from the masonry curbs, if appropriate, should be undertaken using the gentlest means possible. Treatments that cause damage to the masonry curbs should not be used.
- To enhance and restore the historical resource to its original condition, whenever a curb section is replaced and there is modern curb adjacent within the same section, the entire section should be replaced with granite cobblestone curb in-kind replacements, where feasible and at a logical end point.
- A project that requires removal or replacement of modern concrete curb installed outside the Euclid Avenue period of significance should replace the subject section of curb with historically compatible cobblestone curb.



Figure 27 Original Granite Cobblestone Masonry Curb 1920's (Source Ontario Masonry Curb Management Plan)



Figure 28 Original Masonry Curbs 1910's (Source Archive.org)



Figure 29 Masonry Curb Replacement



Figure 30 Masonry Curb Replacement Partially Buried

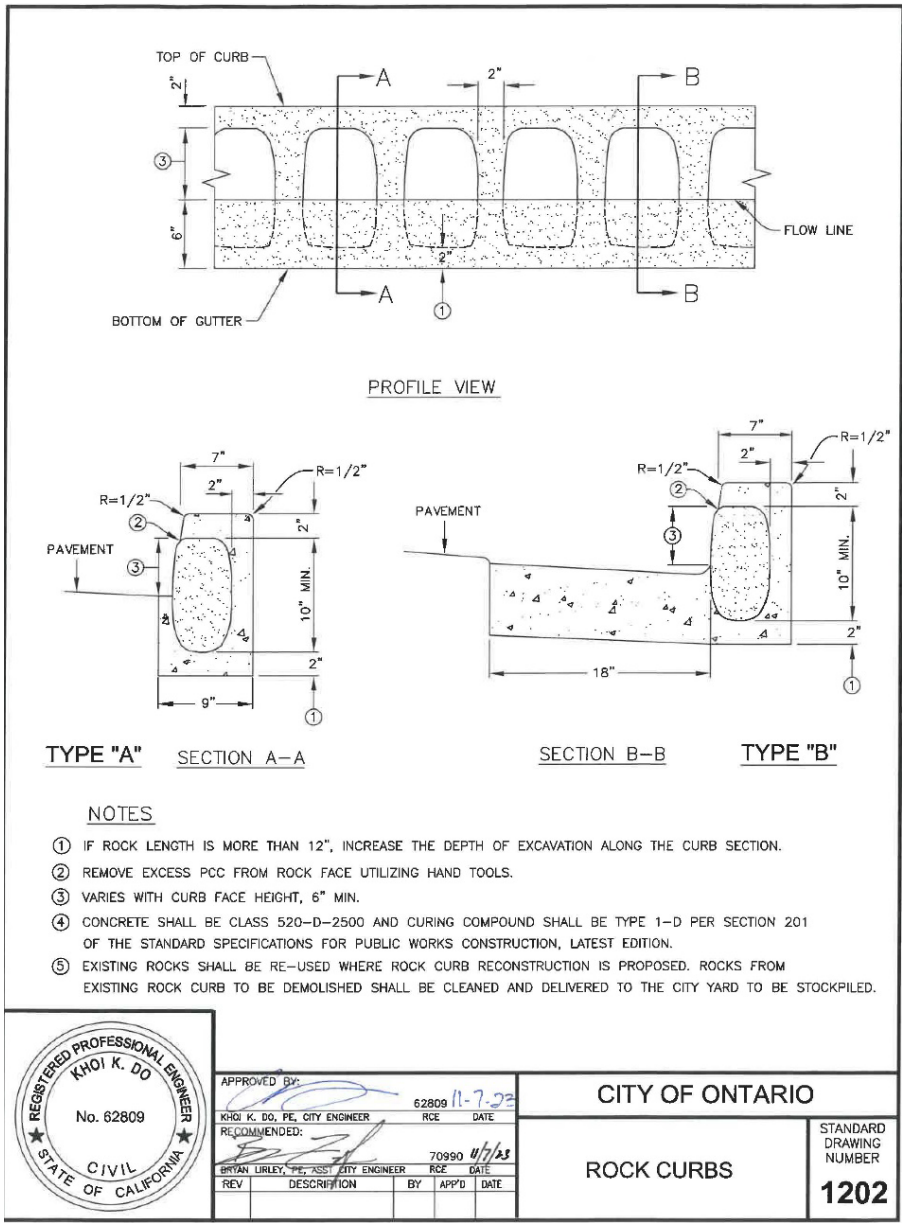


Figure 31 City of Ontario Masonry Curb Plan

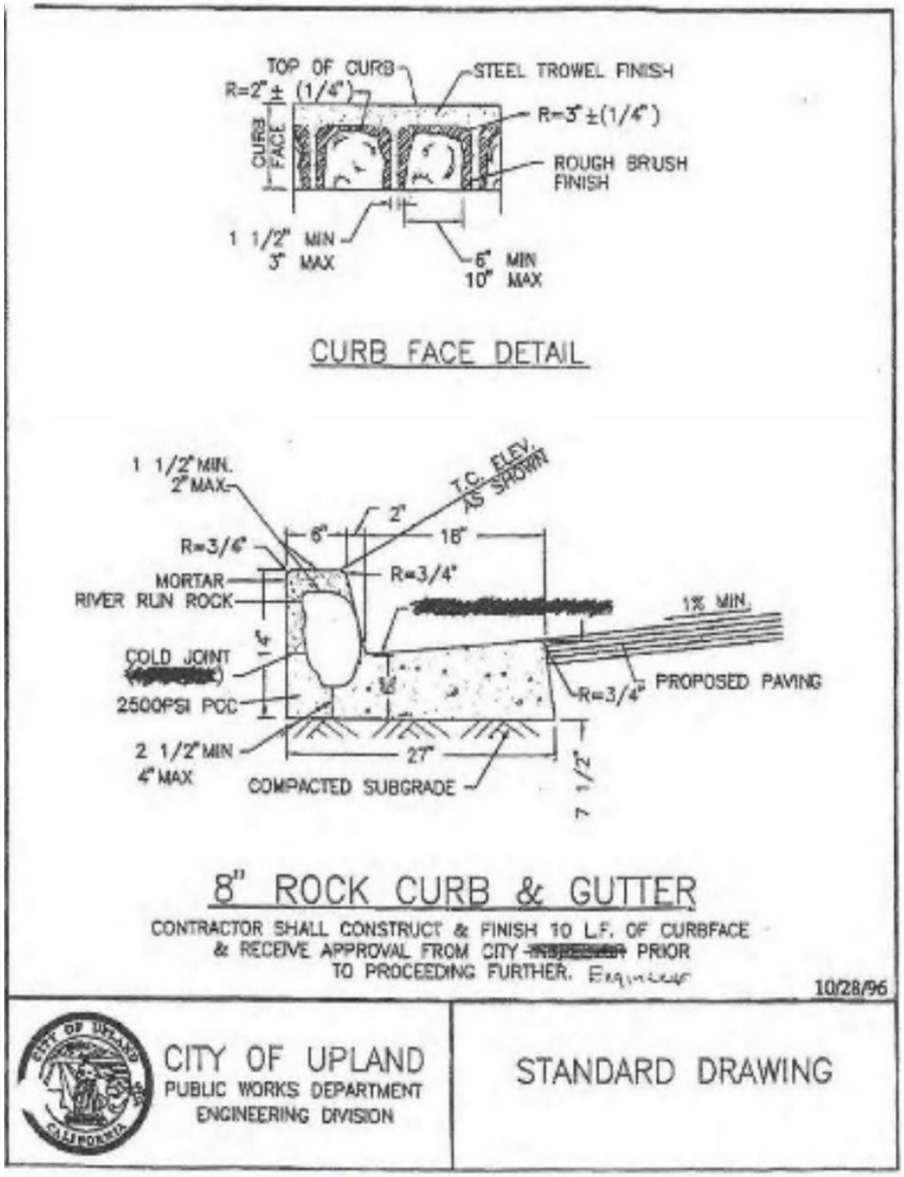


Figure 32 The City of Upland Masonry Curb Plan



Figure 33 Original Masonry Curb & Original Lampposts 1910's (Source Archive.org)

7.4 Vintage Lighting

The historic portions of Euclid Avenue display a variety of vintage streetlight styles. The original lampposts were replaced in the mid-1920s with cast-iron King Standard lampposts (See Original Lampposts in Figure 33 above, King Standards in Figure 34 & 36 below). Over time, some of these lights have been replaced by Cobra light fixtures by the City of Ontario and Caltrans (Figure 35). The King Standard and Cobra lampposts both are constructed out of iron to be historically compatible with decorative lampposts from the early 1900's. They both rise about 16-feet tall with decorative round curved boots with four straight moldings that boast a floral pendant. The tapered shaft starts about 6-inches and tapers down to about 3-inches at the top with fillets before joining a decorative capital with curved stepped molding topped with a large upright acorn bulb with a decorative metal final. The paint has peeled off many of the King Standard lampposts leaving them with a rusty color. The newer Cobra lampposts are painted black.

Larger vintage concrete light poles, likely erected in the 1950s and retrofitted with replacement arms and lights in the 1980s, also line the parkways of Euclid Avenue. However, these concrete light poles are not in-kind replacements of the originals and do not date from the period of significance and therefore do not contribute to the character of Euclid Avenue.

There are also replica vintage lighting that has been installed around the reconstructed band stand, that were not identified as CDFs in the NRHP nomination; however, based on stakeholder input and for the purposes of this HPTMP, they have been included as CDFs and should be replaced in-kind. The lampposts around the bandstand are replicas of original lampposts found in Ontario in the early 1900's. The lampposts are about 7-feet tall with quad downward round bulb designs with four 2-foot arms with decorative corbels. They are painted green and each one has a small plaque on it, acknowledging different people or businesses who donated to the replica bandstand construction.

To retain the historic character of Euclid Avenue, the removal or replacement of vintage lighting, changing the spaces and spatial relationships between the lampposts that characterize the property should be avoided and chemical treatments used for the maintenance or rehabilitation of the lampposts should not damage the vintage lighting. When replacement of the vintage lighting is required, the new vintage lighting replacements shall match the original in design, color, texture, and where possible, materials. The following measures or conditions that are consistent with the SOIS:

- Any project activities that affect the original vintage lighting should rehabilitate the vintage lighting. If rehabilitation is not possible then the vintage lighting must be replaced with in-kind replacements that match the old in design, color, texture, and where possible materials.
- King Standard in-kind replacements are preferred by the City of Ontario (see Plan, Figure 36). Replacement should occur when needed. When replacing cobra overhead style lights and traffic signal, special consideration shall be made to install a decorative design themed pole.
- The replica lighting around the replica bandstand should be replaced in-kind. The replica bandstand in-kind replacements should match the quad downward round bulb designs that replicate the original lampposts found in Ontario in the early 1900's (Figure 39).
- A project that requires removal or replacement of modern light posts installed outside the Euclid Avenue period of significance (post 1940) should replace the subject lamp post with historically-compatible King Standard per city plan.

Images of the original (Figure 33 above), King Standard, Cobra and replica bandstand Lampposts and City of Ontario king standard replacement plans are depicted in Figures 34, 35, 37 and 39 on the following pages.



Figure 34 Kind Standard Lamppost



Figure 35 Cobra Lamppost (Replacement)

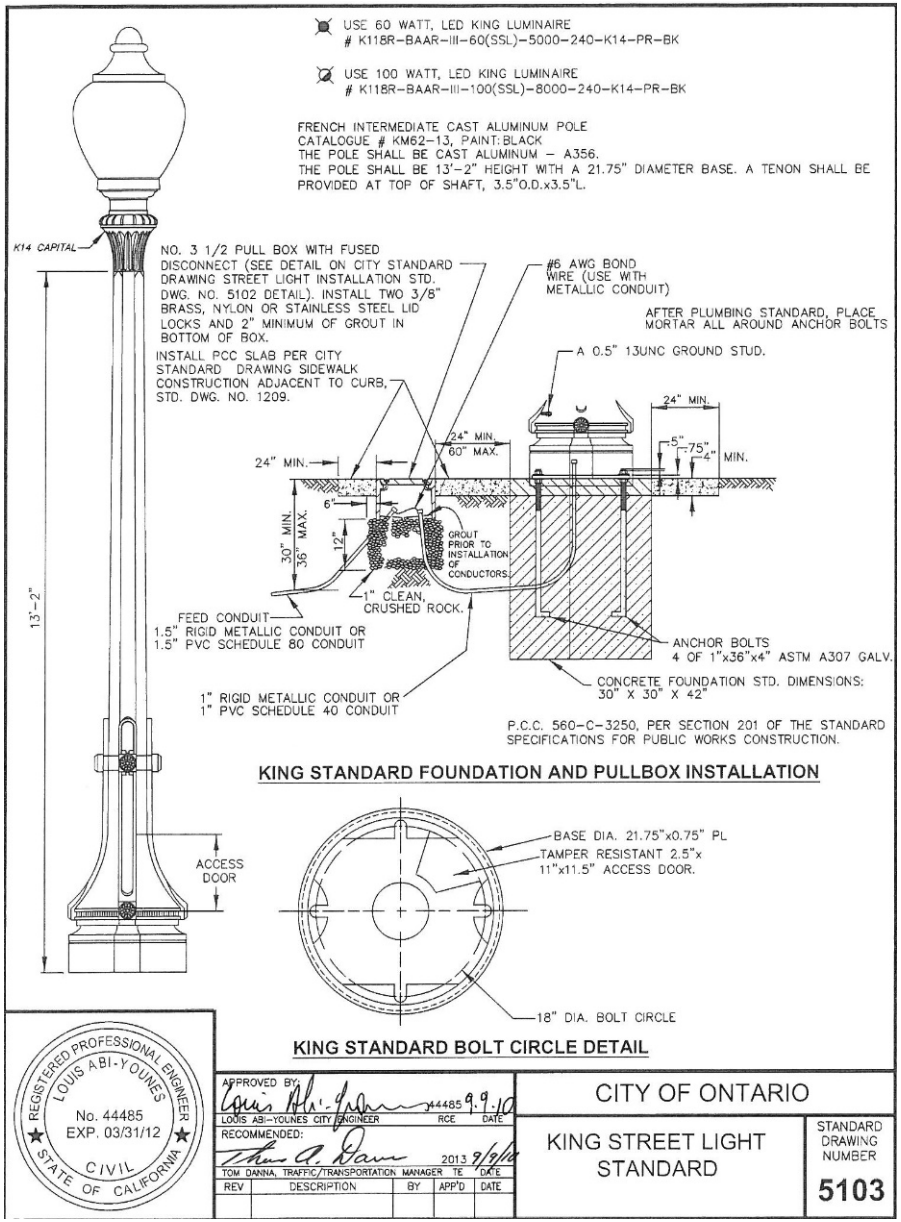


Figure 36 City of Ontario King Standard Lamppost Plan



Figure 37 King Standard Lamppost 1940's (Source Ontario Library)

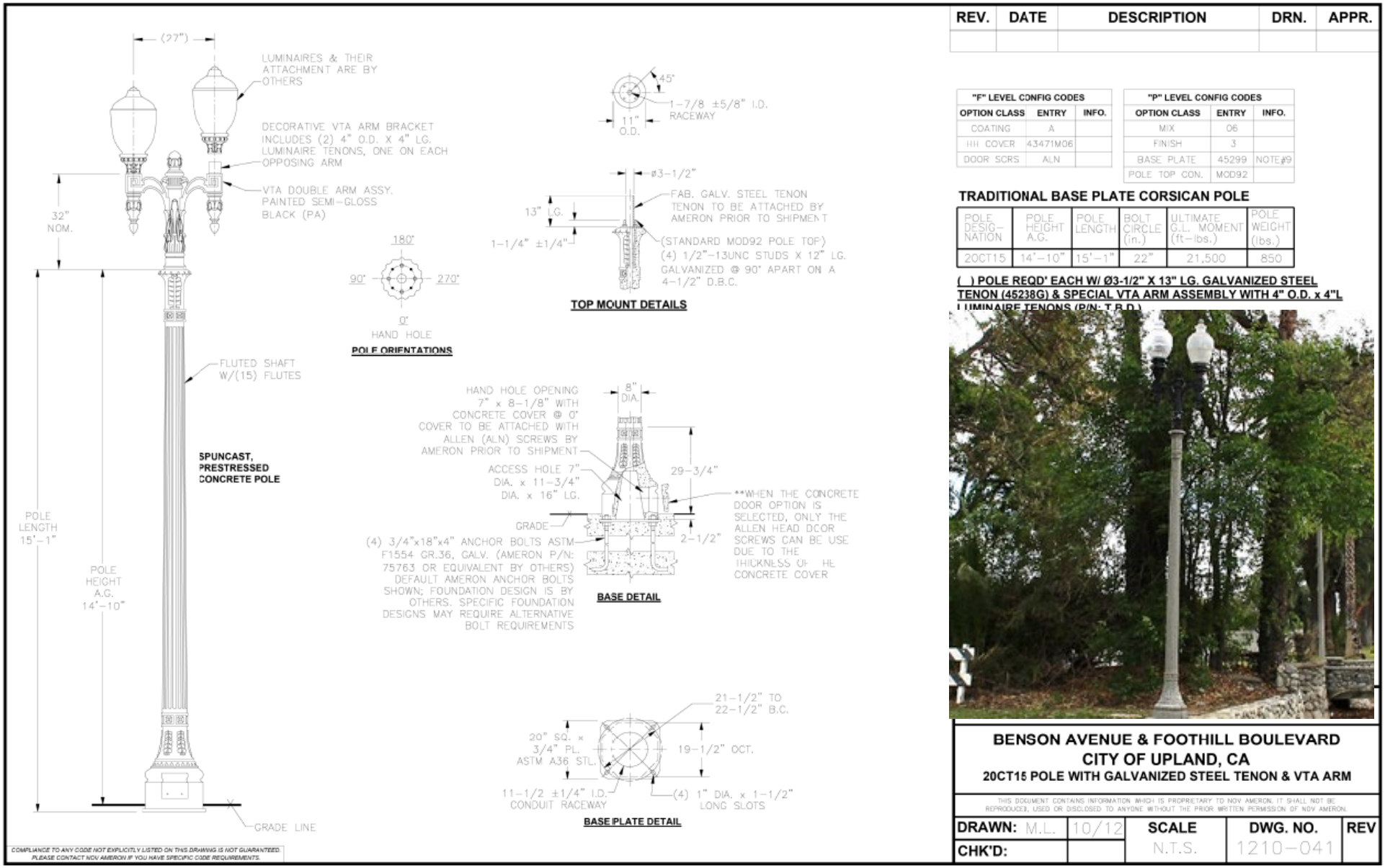


Figure 38 City of Upland Approved Lamppost



Figure 39 Bandstand Lamppost

8.0 8.0 PROJECT FEATURES THAT MAY NOT MEET THE SOIS WITHOUT IMPLEMENTATION OF CONDITIONS OR MITIGATION MEASURES

As discussed in the previous chapters, by carrying out a project in a manner that is consistent with the SOIS, adverse effects/significant impacts on the historic Euclid Avenue can be avoided. However, there are instances where SOIS measures or conditions cannot be successfully applied to a project and therefore effects/impacts must be mitigated. The purpose of this section is to identify potential project actions or circumstances where the SOIS cannot be met and would therefore cause an adverse effect/significant impact on historic Euclid Avenue, and to provide example measures that could be utilized to lessen or mitigate such effects/impacts when rehabilitation of historic features per the SOIS is not feasible.

While the preferred treatment for preserving CDFs of an historical resource such as Euclid Avenue is to rehabilitate it, according to the SOIS it is recognized that rehabilitation is not always possible or feasible. Based on Caltrans project experience[92], this section includes various potential roadway improvement scenarios that could occur that would likely cause an adverse effect/ significant impact to the significance of historic Euclid Avenue. It should be noted, however, that project-specific determinations as to whether a project or project component causes an adverse effect/substantial adverse change are subjective and depend on many variables such as project type, how many individual CDFs are impacted, degree of impact to individual CDFs as well as the whole historic property, and other factors. Therefore, the discussion that follows can only provide generalities and strategies rather than concrete determinations that a proposed future project will or will not cause an adverse effect/substantial adverse change on historic Euclid Avenue.

It should also be acknowledged that the regulatory context of a given project, whether it is subject to NHPA Section 106 review or CEQA review for example, determines which factors need to be given consideration other than whether or not the project's components meet the SOIS to determine level of effect/impact. For example, as discussed in Chapter 4, the Section 106 Criteria of adverse effect are broader and provide seven examples of adverse effect that in addition to a project meeting the SOIS include physical destruction, introduction of visual atmospheric or audible elements that dimmish the integrity of a property, and neglect. CEQA, on the other hand is seemingly more restrictive, focusing on physical destruction, relocation, or alteration. While it is conceivable to argue that the SOIS can be interpreted to encompass all these types of effects, direct and indirect, it can equally be argued that whether a project meets the SOIS is not the only factor for determining level of effect.

Oftentimes, projects consist of multiple components that may affect multiple Euclid CDFs. The discussion below breaks down project types or components – widening or adding turn lanes, pavement rehabilitation, adding roundabouts or bulb outs, drainage improvement, and landscape projects – and their respective treatment or mitigation recommendations that can be used separately or combined as needed for a given project depending on scope and which CDFs are impacted.

Many Federal, State, and local agencies are implementing or have recently implemented multi-modal and multi-component Complete Streets or Road Diet projects. "Complete Streets" are streets designed to enable safe use for all users including drivers, pedestrians, bicyclists, and public transportation riders. Complete Streets projects vary based on community context, and may include elements such as sidewalk enhancements, addition or enhancement of bicycle lanes, bus lanes, public transportation stops, street crossing opportunities, median islands, accessible pedestrian signals, curb extensions, modified curb ramps, streetscape, and landscape treatments. Similarly, "Road Diet"

[92] Caltrans project files are available at the Caltrans District 8 office, San Bernardino, CA. These include the Interstate 10 Corridor Project (EA 0C250, 2015), the SR-83 Safety Enhancements Project (EA 1K790, 2021), the SR-83 Install Signals at Phillips Street Project (EA 1N600, 2023-24), and Encroachment Permit Projects (08-N-LC-0468, 08-20-N-LC-0468, 08-20-6-MC-0393, 08-20-N-BS-1333).

projects are often a component of or contribute to Complete Streets approaches and involve reducing an existing three-lane roadway to a two-lane roadway often converting the third lane into a separate bike lane and street parking. Such roadway configurations allow for installation of traffic calming amenities, bike lanes, on-street parking, sidewalk extensions or bulb outs, and other amenities. Such projects have the potential to impact many or Euclid Avenue's large scale CDFs including uniform spacing of parallel linear features of the alignment, drives, median, and parkways as well as other smaller CDFs such as tree and granite cobblestone curbs.[93]

In a community context such as Ontario, such large-scale projects or plans/programs that may consist of several smaller projects would likely be implemented to maintain and improve the historic downtown's functionality and usefulness for residents. It is important to consider that transportation corridors, like all infrastructure, must change over time to meet the evolving needs of the constituencies they serve. Such needs should be balanced with historic preservation needs.

8.1 Widening or Adding Turning Lanes

A project to widen or add turning lanes to Euclid Avenue could affect many of its CDFs including the median, parkways, masonry curbs, trees, and vintage lighting. While all projects on the Euclid Avenue historic property should be consistent with all the SOIS Rehabilitation Standards, the importance of some standards stand out more than others. Widening or adding turning lanes can be viewed as an alteration that is inconsistent with Rehabilitation Standard 2 (see Chapter 4), regarding retaining the historic character of the property and avoiding removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property, and Standard 5, regarding preservation of distinctive materials. Widening or adding turn lanes can also be considered a new addition to which Rehabilitation Standards 9 and 10 would conceivably apply regarding ensuring that new additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property.

As noted before, the determination of level of effect is subjective and needs to be determined on a project-by-project basis. For example, a proposed project to add a turn lane at a Euclid Avenue intersection would likely not cause an adverse effect/significant impact if no widening occurred into the parkway or median. A project that requires minor widening into the median or parkways may also not cause an adverse effect/significant impact if the widening is of limited distance, for example a 20 foot or less taper of a few feet wide, any curb removed will be rehabilitated per the SOIS standards, and no other CDFs are altered. However, a more typical scenario is that impacts from this type of project could not be avoided or lessened with implementation of conditions that are consistent with the SOIS and therefore should be discouraged. Additionally, if there is a need to add turning lanes to improve traffic and resolve safety concerns, then a Mitigated Negative Declaration (MND) under CEQA for the project would likely be prepared. (See Section 1.6 Definitions)

Affecting multiple CDFs with a project that involves widening or turning lanes may result in an adverse effect/substantial adverse change to historic Euclid Avenue because such projects often cannot be implemented in a manner that is consistent with the SOIS. If the addition of turn lanes or widening the street is determined to be necessary and cannot be avoided due to safety, traffic congestion, or other priority concerns, then the adverse effect/substantial adverse change should be mitigated by focusing on both the direct physical effects as well as the visual effects caused by the widening. Considerations for mitigation may include:

- When affecting multiple CDFs, the individual CDFs should be treated in accordance with the recommendations in Chapter 7 to the extent feasible to reduce the overall impact to Euclid Avenue.
- When 1:1 replacement of historic features in their original location is not feasible, consider implementing compensatory mitigation

[93] https://www.transportation.gov/mission/health/complete-streets; https://highways.dot.gov/safety/other/road-diets

elsewhere such as rehabilitating another section of the historical resource, by planting in-kind replacement trees in the vacant spots along the tree rows in the median, parkways, or installing masonry in-kind replacement curbs in areas where they have been replaced with modern curb. The historic preservation mitigation fee component of the Ontario historic preservation ordinance can be used for this purpose or a separate similar fund be set up specific to Euclid Avenue.

- Public benefit efforts in the form of websites/pages with historical information, photographs, etc., historical society meeting presentations, pamphlets or displays or similar outreach efforts may be utilized as mitigation for adverse effects/significant impacts.
- When new features are added (such as turn lanes or parking areas), ensure that those features are designed to be as unobtrusive as possible, compatible with the historic materials of the corridor's historic character, such as using cobblestone, planters with trees and/or roses to make vegetation consistent, and retain the historic relationships between the features of the landscape, and are compatible with the historic character of the property and its setting (See following example regarding the I-10/Euclid Avenue Project).
- Potential impacts to tree root systems should be considered in the project design phase and need to be considered when assessing project impacts. This should be done in consultation with project engineers and landscape architects or an arborist, and resultant recommendations for project refinements or modifications be taken into consideration in final design plans to reduce/avoid impacts.

To illustrate how these considerations may work to arrive at a no adverse effect/less than significant impact finding, looking at the Caltrans I-10 Corridor Project (2014-2024) may be illustrative. This project required replacement of the Euclid Avenue bridge over Interstate 10 (I-10), minor widening of Euclid Avenue for turn pockets, removal of several trees in the parkways and median and removal of cobblestone curbs. This project impacted numerous CDFs, including trees, cobblestone curbs, and the median. However, conditions that were consistent with the SOIS for in-kind replacement of curbs and 1:1 replacement of trees (Pepper trees and Silk Oak trees, respectively) were developed and implemented. The replacement I-10 bridge was constructed with components such as cobblestone curbs and planters with smaller trees using compatible materials to reduce the overall impact on the historic transportation corridor by replacing or maintaining the tree line to the extent feasible. The fact that the project was localized only affecting a small approximate two block section of historic Euclid Avenue, and the project location had

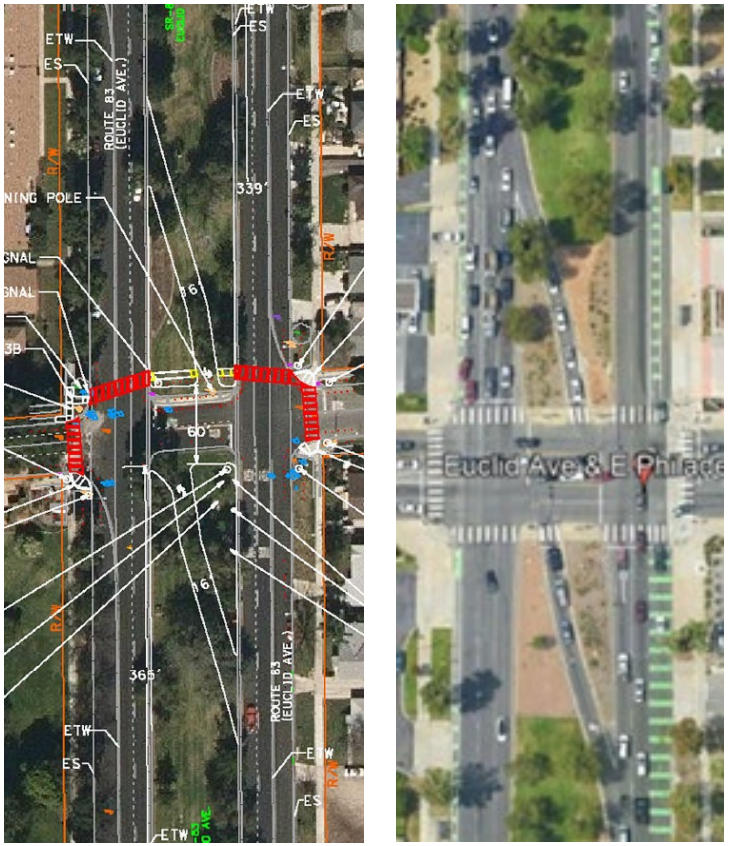


Figure 40 Proposed Through Turning Lane in Median & Constructed Turning Lane in Median at Philadelphia St

already undergone numerous improvements affecting the historic integrity of the corridor are other project-specific considerations that came into play in determining that the project would result in a No adverse effect under Section 106 and less than significant impact under CEQA.

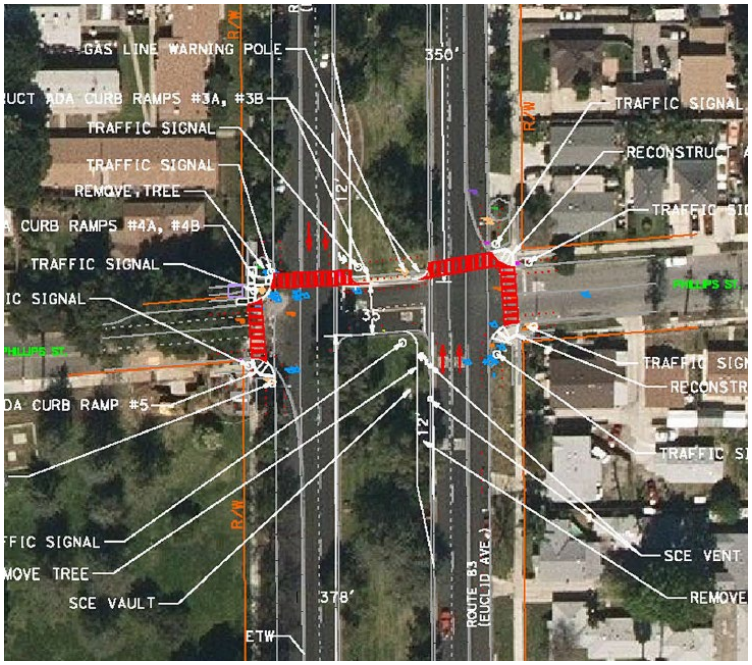


Figure 41 Proposed Turning Lane

An alternate scenario that would more likely result in an adverse effect/ significant impact is a future proposed project to install a traffic signal, add exclusive left-turn lanes, add crosswalks where none previously existed, and upgrade the curb ramps to Americans with Disabilities Act (ADA) standards at a Euclid Avenue intersection. Alternatives or design variations may vary but include either cutting the turn lanes diagonally through the median (as was done at Philadelphia Street, Figure 40) or creating a taper up to 350 feet long and 12 feet wide into the median. Such a project would have a clear impact on the median, its tree line, and possibly impact cobblestone curbs and open space as well have a visual impact on the corridor (Figure 40 & 41). In this case, the tree line likely cannot be retained, and trees would likely be permanently removed, or at best the tree line would be reduced. The cobblestone curbs may be replaced in kind, and the impact to the open space may or may not be minimized. Regardless, the permeant impact to the median and trees as well as the incremental impact of the project on the overall historic character and distinctive materials would be difficult to avoid. As such, it would be difficult to condition the project in a manner that is consistent with the SOIS Rehabilitation Standards, particularly standards 2, 5, 9, and 10.

8.2 Pavement Rehabilitation

Pavement rehabilitation is an activity that may or may not cause an adverse effect/substantial adverse change on Euclid Avenue. While the existing pavement is not a character defining feature of the historic property, the cobblestone curbs that line the median and parkways on either side of the pavement are character defining. The greatest impact to the cobblestone curbs is likely the result of pavement rehabilitation over time either damaging or burying the curbs. When existing layers of asphalt and pavement are repaved without removing the existing layer of pavement, the roadway increases in vertical height over time. In doing so, the granite cobblestone curbs can eventually get buried and potentially cause an adverse impact to the historic resource.

Pavement rehabilitation that results in burying the granite cobblestone curbs, even inadvertently, would not be consistent with the SOIS Standards 2 and 5 regarding retaining the historic character of the property and avoiding removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property. More importantly, such a project would be inconsistent with Standard 9, regarding ensuring that new additions or alterations do not destroy historic materials that characterize the property.

Considerations for mitigation or avoidance may include:

- Any pavement rehabilitation within the limits of the historic Euclid Avenue must first remove sufficient existing material before

overlaying new material to ensure that the roadway retains the same height and spatial relationship to the masonry curbs bordering the parkways and median. The 8-inch masonry curb face should be maintained throughout historic Euclid Avenue (See Images 31 and 32, Granite Cobblestone Curbs in Section 7.3 for the design specifications).

- If the granite cobblestone masonry curbs are buried (Figure 42: Buried Masonry Curbs), the project scope should include focusing on rehabilitating the masonry curbs, unburying them or reconstructing them with original materials with at least the same linear feet of reconstruction as the damaged or buried section (See Section 7.3 for reconstruction guidance on masonry curbs).
- If pavement rehabilitation occurs within the limits of the Euclid historic corridor, impacts can be avoided by establishing and enforcing a minimum three-inch (3") buffer between the curb and the proposed pavement removal and overlay activities.
- Public benefit or compensatory mitigation outlined in the previous section could also be utilized as a component of an SOIS action plan or mitigation plan.



Figure 42 Buried Masonry Curbs

8.3 Bulb Outs

Bulb outs or curb extensions may be considered as a component of Complete Streets or road diet projects. New bulb outs at the intersections affect the uniform spacing of parallel linear features of the alignment, width of the drives, median, and parkways and perhaps most significantly, the granite cobblestone masonry curbs. The bulb outs would be considered a new addition and alteration to the historic property. It is important to note here that projects such as road diet or complete streets that contain components such as bulb outs, enhanced parking, dedicated bike lanes with buffers, and other features, can result in substantial changes to an historic transportation corridor that may easily be viewed as having an adverse effect/significant impact.

As with other project activities discussed above, to be consistent with the SOIS, a project that includes bulb outs would need to meet Standards 2 and 5 regarding retaining the historic character of the property, as well as 9 and 10 that ensure that new additions to the historic property do not destroy historic materials that characterize the property, and if removed in the future do not impair the essential form and integrity of the historic property. Developing treatments for this type of project will likely involve combining several measures or treatments to fully mitigate an adverse effect/substantial adverse change. The following considerations can be developed into measures to mitigate adverse effects/significant impacts or as conditions that assist in complying with the SOIS. These include several that have been previously discussed in previous sections:

- Constructing bulb outs, particularly in multiple locations, may disrupt the continuous parallel lines of the drives and the overall alignment as a whole creating an indirect or visual effect that is inconsistent with the historic character of the property and disrupts its special relationships. This condition is difficult to directly mitigate and may require other forms of holistic treatment such as public benefit mitigation.
- When affecting multiple CDFs, the individual CDFs should be treated in accordance with the recommendations in Chapter 7 to the extent feasible to reduce the overall impact to Euclid Avenue.
- Constructing bulb outs would likely require removal of cobblestone curbs and disrupts the continuous parallel lines of the masonry curbs along the parkways and median. Treating this situation may require a two-fold approach:
    - Reconstruction of the curbs around the bulb out per City of Ontario Rock Curbs standard plan.
    - In addition, compensatory mitigation whereby sections of cobblestone curb outside the project impact area can be rehabilitated (see below).
- When 1:1 replacement of historic features in their original location is not feasible, consider implementing compensatory mitigation elsewhere such as rehabilitating another section of the historical resource, by planting in-kind replacement trees in the vacant spots along the tree rows in the median, parkways, or installing masonry in-kind replacement curbs in areas where they have been replaced with modern curb.
- When new features are added (such as bulb outs) ensure that those features are designed to be as unobtrusive as possible, compatible with the historic materials of the corridor's historic character, such as using cobblestone, planters with trees and/or roses to make vegetation consistent, and retain the historic relationships between the features of the landscape, and are compatible with the historic character of the property and its setting.

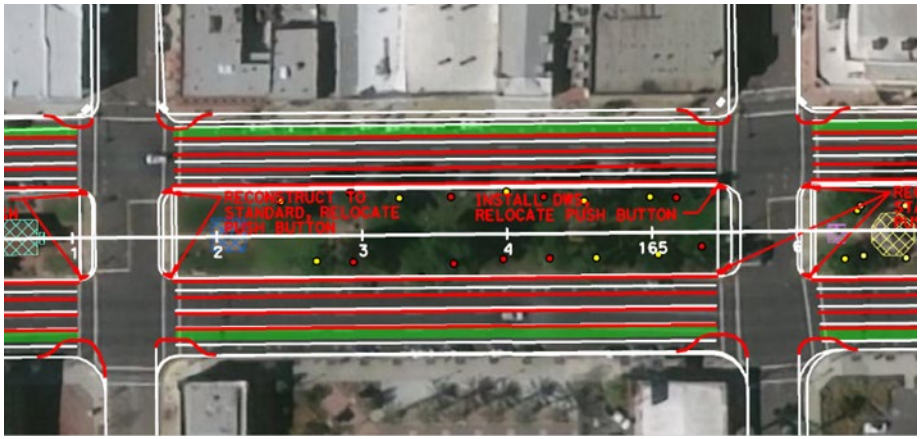


Figure 43 Previously Proposed Bulb Outs

8.4 Roundabouts

Like multi-component complete street projects, a project that proposes a roundabout would likely be of sufficient scale such that the affects to numerous Euclid Avenue CDFs would be difficult to address with project conditions that meet the SOIS. Such a project would affect the uniform spacing of parallel linear features of the alignment, drives, median, and parkways as well as impact other CDFs such as tree rows and granite cobblestone curbs. Roundabouts also affect the continuous

uninterrupted north-south viewshed from within the alignment creating or contributing to a visual effect that is inconsistent with the historic character of the property and disrupts its special relationships.

A roundabout would be considered a new addition to the historic property. To be consistent with the SOIS, many standards would come into play, including Standards 1, 2, 5, 9, and 10. Due to the numerous effects, developing treatments for this type of project will likely involve combining several measures or treatments to fully mitigate an adverse effect/substantial adverse change. Considerations for mitigation or avoidance would include many of the recommendations presented in previous sections, including:

- Treat individual affected CDFs in accordance with the recommendations in Chapter 7
- Consider compensatory mitigation whereby other sections of the historic property are rehabilitated
- Public benefit mitigation efforts
- To the extent feasible, ensure that the overall design is as unobtrusive as possible and as compatible as possible with the historic materials and, historic character, and retain the historic relationships between the features of the landscape, and are compatible with the historic character of the property and its setting.



Figure 44 Roundabout Example

8.5 Pavement Markings

Deciding whether a project that proposes to use different pavement markings, such as high visibility bike lane, crosswalk, warning, or any other highly visible color other than white is subjective and depends on project-specific circumstances. While the existing pavement is not a character defining feature of the Euclid Avenue historic property, addition of incompatible pavement markings to historic Euclid Avenue could be considered an alteration to the historic property/historical resource that is inconsistent with the SOIS because it causes direct and visual effects that are inconsistent with the historic character of the property as well as disrupts its spatial relationships, or conditions could be imposed on the project that bring the project into conformance with the SOIS.

The most relevant standards to this type of project are SOIS, Standard 2, regarding preserving the historic character of the historic property and Standard 9 regarding new additions not destroying historic materials that characterize the property. It is not recommended to introduce high visibility pavement markings within the limits of the historic Euclid Avenue to avoid causing an effect to the visual character and feeling of the historic property. Considerations for mitigation or avoidance may include:

- When new features are added, ensure that those features are designed to be as unobtrusive as possible, compatible with the historic materials of the corridor, and are compatible with the historic character of the property and its setting.

To illustrate how to arrive at a no adverse effect/less than significant impact finding for a pavement marking project, looking at the Caltrans Euclid Avenue Class III Bike Facilities Project (2021) may be illustrative. This project proposed to enhance bicycle facilities along historic Euclid Avenue by adding comprehensive high visibility signs, striping and pavement markings. Caltrans determined that the project would cause minor effects to this historic property, but these effects did not rise to the level of being considered adverse. None of the salient character defining features (CDFs) of the historic property would be appreciably affected by the project. Adding bike lane pavement markings and installing compressive signs will minimally affect the visual setting and feeling, but this effect does not rise to the level to be considered adverse or a substantial adverse change. The historic property will be altered (ii), but in a manner not inconsistent with the Secretary of Interior Standards. The undertaking proposes alterations to the historic property, but these alterations will not change the overall use of the property (as a transportation corridor), the overall character of the property will be preserved (as a tree-lined parkway), distinctive features of the property will be preserved (parkways and center median, cobblestone curbs, historic period tree rows) and new additions will not destroy historic materials and can generally be considered reversable.

Alternatively, a hypothetical project to restripe the entirety of historic Euclid Avenue with high visibility pavement markings including bright green bicycle lane markings, reflective crosswalks with flashing beacons, and reflective or fluorescent signs throughout the corridor could be determined to have a visual impact on historic Euclid Avenue based on the scale of the project. Such a project that cannot be conditioned to meet the SOIS because it is inconsistent with the historic character of the property could have an adverse effect/significant impact. This would most likely be the case if the project had other components such as new streetlights, curb painting, or other features that potentially either contributed to the visual impact or impacted other Euclid Avenue CDFs.



Figure 45 High Visibility Bike Path & Crosswalk (Caltrans Complete Streets)

8.6 Storm Drain & Storm Water Retention Projects

Storm drain and storm water retention projects could affect several Euclid Avenue CDFs, including the uniform spacing of parallel linear features of the median and parkways, as well as granite cobblestone curbs and potentially trees or tree rows. To be consistent with the SOIS, a project that includes storm drain and storm water retention elements would need to meet Standards 2 and 5 regarding retaining the historic character of the property. Such projects would likely be considered a new addition that would necessitate meeting Standards 9 and 10 that ensure that new additions to the historic property do not destroy historic materials that characterize the property.

Developing treatments for this type of project will likely involve combining several measures or treatments for different CDFs to either meet the SOIS or to fully mitigate an adverse effect/substantial adverse change. Installing storm drains and/or storm water retention systems in areas where there is masonry curb could alter, damage, or remove part of this significant CDF. Installation could require removing vintage lighting or CDF trees or may directly or indirectly impact tree root systems potentially affecting tree health. Storm drains and/or storm water retention systems could also cause or contribute to a visual effect that could result in an adverse effect/substantial adverse change to historic Euclid Avenue. If the adverse effect/substantial adverse change cannot be avoided, then it should be mitigated. Examples of mitigation measures could include:

- Using granite cobblestones rather than concrete where possible in the design to make landscape architecture as well as its theme consistent.
- When affecting multiple CDFs such as cobblestone curbs or removing/relocating vintage lighting, the individual CDFs should be treated in accordance with the recommendations in Chapter 7 to the extent feasible to reduce the overall impact to Euclid Avenue.
- In-kind granite cobblestone masonry curbs should be used up to the drain instead of modern concrete curbs. Masonry granite cobblestones should be used for the top of the drain or retention system. If granite cobblestones cannot be used on top of the drain or basins then an impression of cobblestone masonry should be used on concrete to mimic the cobblestones. Masonry gutters are no longer extant in Ontario, and therefore do not have to be installed, however cobblestone masonry curbs and cobblestone masonry top/lid should be used when feasible. (Figures 46 & 47 show what not to do: rock blanket around modern concrete curb and drain top, and field stone masonry curb and gutter, a stone that is not compatible, going into a modern concrete drain with concrete lid. Figure 48 shows properly what to do: masonry curb going all the way up to a modern storm drain, however the Ontario Masonry Curb Plan should be followed for the curbs)
- When 1:1 replacement of historic features such as trees or streetlights in their original location is not feasible, consider implementing compensatory mitigation elsewhere such as rehabilitating another section of the historical resource, by planting in-kind replacement trees in the vacant spots along the tree rows in the median, parkways, or installing masonry in-kind replacement curbs in areas where they have been replaced with modern curb.
- Potential impacts to tree root systems should be considered in the project design phase and need to be considered when assessing project impacts. This should be done in consultation with project engineers and landscape architects or an arborist, and resultant recommendations for project refinements or modifications be taken into consideration in final design plans to reduce/avoid impacts.



Figure 46 Modern Storm Drain with Rock Blanket (Doesn't Meet SOIS)



Figure 47 Field Stone Masonry Curb & Gutter into Storm Drain (Wrong Stone, Doesn't Meet SOIS)



Figure 48 Masonry Curb all the Way up to Storm Drain (Meets SOIS)

8.7 Landscaping

Landscaping projects have the potential to affect the multiple CDFs depending on where they are located. These include the median, parkways, tree rows and Armstrong Rose Beds. In most cases the recommendations in Chapter 7 can be applied to a potential project so that the project meets the SOIS. The most relevant of the SOIS Rehabilitation standards that would apply to landscaping projects include Standard 2 regarding retaining the historic character of the property, Standard 4 regarding preserving changes to the historic property that have attained significance, Standard 5 regarding retaining distinctive materials, Standard 6 regarding replacement of deteriorated features, and Standard 9 regarding new additions.

Certain landscaping projects could involve the removal of CDF Trees, Armstrong Rose Beds or rose plants, turf, and other features. If landscape projects involve removal or alteration of these CDFs they may not meet the SOIS and could cause an adverse effect/ substantial adverse change to the historical resource. Mitigation should first focus on adding compatible features, like:

- Using compatible landscape architecture to keep the theme throughout the historical resource consistent, and replanting of any CDFs like trees, rose plants/beds, and relocation of CDFs like vintage lighting, monuments or fountains.
- If direct treatments are not enough, compensatory mitigation elsewhere such as rehabilitating another section of the historic property by planting in-kind replacement trees in the vacant spots along the tree rows in the median, parkways or replacing sections of modern curb with granite cobblestone masonry curb should be considered.

Treatments should also focus on replacement in-kind when possible:

- Landscaping projects should replace the tree rows in-kind. Trees should be replaced in-kind at a ratio of 1:1 or greater.
- Landscaping projects should replace the Armstrong Rose Beds in-kind. Any Armstrong Rose plants will be replaced with Armstrong Rose plants of similar size and color at a ratio of 1:1 or greater. The rose beds were not original to the median but have acquired historical significance and should be retained.

Additional measures that could be developed into SOIS conditions or mitigation measures depending on level of effect include:

- The open space in the median between the tree rows should be preserved. Within Ontario, the median open space for pedestrian access consists of lawn that should either be replaced in-kind or continue to promote pedestrian access that requires minimal change to its distinctive materials, features, spaces, and spatial relationships. Such a change, for example could be establishing a graveled or mulched walking path down the median.
- When affecting multiple CDFs, the individual CDFs should be treated in accordance with the recommendations in Chapter 7 to the extent feasible to reduce the overall impact to Euclid Avenue.
- The median and parkway trees should be maintained through regularly scheduled maintenance and landscape management. Such efforts should include establishing a plan for assessing tree health, trimming, and replacement, and continuous regular watering.

8.8 CUMULATIVE EFFECTS

In addition to directly affecting Euclid Avenue CDFs, many of the project types discussed in this chapter can also cause or contribute to cumulative effects on Euclid Avenue. Several of the laws discussed in Chapter 4 that may become applicable to projects on Euclid Avenue depending on project type contain provisions for considering cumulative impacts/effects on historic properties/historical resources. NEPA, CEQA, and NHPA Section 106 all require some level of consideration of cumulative effects or impacts. Providing a detailed framework for assessing cumulative impacts on historic Euclid Avenue under these various laws is beyond the scope of the present treatment and management plan, however some general observations can be made, and general guidance provided.[94]

In sum, cumulative effects/impacts as defined in NEPA and CEQA are those effects that result from past, present, and reasonably foreseeable future actions, combined with the potential impacts of a proposed project. For example, the CEQA guidelines state that:

> "The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time."[95]

While NEPA/CEQA cumulative impacts considers past, present, and future projects, NHPA Section 106 cumulative effects analysis focuses on the cumulative effects of a single project or undertaking over time, or the effects of multiple projects over time on a single historic property. The regulations implementing Section 106 of the NHPA acknowledge that a project's potential adverse effects include any that are reasonably foreseeable, even if they may occur later in time, are farther removed in distance, or are cumulative. The consideration of indirect and cumulative effects is required when applying the criteria of adverse effect on historic properties as part of the Section 106 process.[96]

The method of assessing the effects of multiple projects over time on a single historic resource would perhaps be the most relevant to the present discussion regarding ongoing management of Euclid Avenue. Over the years many projects and activities have affected Euclid Avenue. However subjective the conclusion may be, for the most part, the overall historic character and fabric of the historic resource has been retained. Between 2018 and 2023, in the years immediacy preceding relinquishment of Euclid Avenue, Caltrans was involved in environmental compliance for six small and localized encroachment permit projects, and two larger Caltrans planned projects on historic Euclid Avenue. When considered or analyzed individually on a project-by-project basis, Lead Agency determinations are often made that individual projects result in determinations of no adverse effect under Section 106 or less than significant impact under CEQA. This is possible because Caltrans-involved projects over the years have adhered to the SOIS and have avoided impacts to the extent feasible on Euclid Avenue/SR-83 by imposing conditions on individual projects to avoid impacting CDFs or to replace them in-kind when necessary. Thus, the overall historic character of the property has been preserved. Implementation of conditions or treatments that are consistent with the SOIS to reduce individual project impacts also help to minimize the contribution to cumulative impacts/effects caused by individual projects on Euclid Avenue.

[94] For a more detailed discussion of NEPA and CEQA cumulative impacts, see Caltrans' Guidance for Preparers of Cumulative and Indirect Impact Assessments, and Guidance for Preparers of Cumulative Impact Assessments CEQA Guidelines for Cumulative and Indirect Impacts.

[95] Ibid

[96] CEQA Guidelines Section 15355 Cumulative Impacts; Association of Environmental Professionals, 2023 CEQA California Environmental Quality Act Statute and Guidelines; 36 CFR 800.5(a)-(b).

Based on the discussion of project history above, it seems a straightforward exercise to arrive at a conclusion that individual projects do not cause a cumulative effect. However, this is not always the case, and the overall big picture needs to be kept in mind, or in other words a holistic approach to managing Euclid Avenue should be followed.

The SOIS standards can assist with a holistic vision of historic Euclid Avenue. For example, Standard 2 relates to retaining the overall historic character of the property and avoiding the removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property. Ensuring that individual projects do not compromise the overall historic character of the Avenue and allowing for the retention of distinctive materials will assist in minimizing cumulative effect contributions of individual projects. Similarly, Standard 9 focuses on ensuring that new additions or alterations do not destroy historic materials, features, and spatial relationships that characterize the property. Ensuring that projects are designed to be as unobtrusive as possible, use materials that are compatible with the historic materials of the corridor, and retain the historic relationships between the features of the landscape, will help to ensure that projects are compatible with the historic character of the property and its setting. Focusing on maintaining the overall use and historic character of the corridor will help avoid or minimize potential cumulative effects.

A simple practical approach for project driven historic resource management, particularly on infrastructure such as Euclid Avenue, is to consider all projects have some contribution to a cumulative effect: historic fabric is removed, historic period building stock is removed a little bit at a time. However, this side of the equation needs to be balanced against the fact that transportation corridors like all infrastructure must change over time for the benefit of the constituents they serve. Therefore, some degree of change should be acknowledged and accepted, but it should be the goal to manage that change in a way that is beneficial or not detrimental to the historic property. A balancing act needs to occur, whereby it is recognized that change is expected on a principal arterial roadway in an urban setting over time, yet the overall historic character, driving experience, and integrity of the roadway needs to remain.

A quantitative approach that looks at impacts in terms of number or percentages is often used as part of a cumulative impacts assessment. While there are over 2000 trees on Euclid Avenue, for example, a project may only remove five. The resultant effect may be that only a small percentage of trees are affected, and the majority remain. Therefore, the determination is that the effect is not cumulative. Such an approach can contribute to an understanding of cumulative effects, but it should not be the only metric. Moreover, a multi-faceted approach should be used that also looks at the issue qualitatively. What is the health of the tree line in the immediate area, how many other CDFs have been affected in the immediate area, and most importantly does the overall historic property still retain sufficient integrity of setting, feeling, and association to be able to convey its significance.

At a minimum, then, a step that should be included in any analysis of effects or impacts to the historic corridor is a determination of the individual project's contribution to a cumulative impact. Given the overall size of the resource, the extent of historic fabric, and the adherence of individual projects to the SOIS standards, individual project cumulative effect contributions will not often rise to the level of being considered adverse or significant. However, some of the larger project types discussed above such as multi-component complete streets or road diet projects should be given deeper consideration for cumulative effects. Also the amount of effects from past projects in addition to proposed projects should be considered.

Recommendations to enhance the historic property and avoid cumulative impacts include:

- A good starting point for any project is to ensure that the recommendations in Chapter 7 are followed to minimize or avoid adverse effects/significant impacts to individual CDFs.
- Use enhancements to offset potential cumulative effect project contributions. Establish conditions that will replace more historic fabric than removed to make a subject section of Euclid Avenue that has already been previously modified more consistent with the overall corridor. For example, this would include implanting conditions

whereby when sections of modern concrete curb that replaced the original cobblestone curbs require replacement, these should be replaced with cobblestone curbs per City plan to re-establish historic continuity as much as possible. Ideally modern concrete curb sections within the limits of the NRHP Euclid Ave property can be replaced with in-kind granite cobblestone masonry curb per the City of Ontario's Masonry Curb Plan design specifications to lessen the cumulative effects to those considered less than an adverse effect/substantial adverse change to the historic property/historical resource.

- The goal to mitigate cumulative effects from past projects along historic Euclid Avenue could occur incrementally as determined feasible by establishing a plan for enhancing Euclid Avenue CDFs, such as:
    - In-kind tree replacement in vacant areas along the median and parkways is on option.
    - Replace modern curb with granite cobblestone in-kind replacements.
    - Erect in-kind vintage lampposts replacements along the parkways in vacant spots.
    - Repair scored concrete sections along the parkways.
- In regard to future projects, it is anticipated those projects would adhere to the SOIS; therefore, potential future cumulative adverse effects/substantial adverse changes would be conditioned or mitigated.

9.0 CONCLUSION

Caltrans prepared this HPTMP as a precursor to the relinquishment of the last section of historic Euclid Avenue to the City of Ontario. As discussed in Chapter 1, this HPTMP can be used generally to assist in compliance with numerous historic preservation laws and regulations, including NHPA Section 106, CEQA, and NEPA. More importantly, this HPTMP should be used as a guide for the City of Ontario to assist efforts to preserve and protect the CDFs of the historic property/historical resource in perpetuity. Since the City of Ontario is a CLG, a protective covenant is not required for relinquishment of an historical resource outside of State control. However, this HPTMP, along with the City's Historic Preservation Ordinance, will provide historic design review processes and measures to protect the historic property's CDFs in perpetuity.

Upon relinquishment of SR-83 / Euclid Avenue, the City of Ontario agrees to ensure the preservation, protection, management and rehabilitation of Historic Euclid Avenue by following this HPTMP to the extent feasible in conjunction with the existing City of Ontario's Historic Preservation Ordinance. The City of Ontario also agrees to report on projects affecting historic Euclid Avenue to OHP and the SHPO within their annual GLG reports.

The objectives of this plan included compiling existing information on the corridor to serve as a baseline for future preservation efforts. This was completed and presented in Chapters 2 and 3, as well as in the appendices. This plan also initiated the process of translating SOIS recommendations from structural building-focused to infrastructure and landscaping focused measures to provide general historic preservation guidance and appropriate treatments for the historic property in conformance with the SOIS. The plan also includes initial coordination among stakeholders such as Caltrans, the Cities of Ontario and Upland, and local groups such as the Ontario Heritage Historical Society, Downtown Ontario Improvement Association, Historic Downtown Upland, and Upland Heritage Historical Society to generate consensus for the preservation and management of the existing CDFs along the corridor by collectively identifying Euclid Avenue's CDFs. The plan built on the identification of CDFs and provides specific treatment recommendations for individual CDFs along Euclid Avenue to guide best management practices on future projects that may affect the historic property. This was completed in Chapter 3. The baseline information and identified CDFs were used to develop best management practices for guidance on future projects along Euclid Avenue that ensures the preservation of the historic property in perpetuity. This was completed in Chapter 8. However, this Management and Treatment Plan cannot include every possible project action or every possible affect to the CDFs and historic resource. Each project that has the potential to affect the historic resource and CDFs should be individually reviewed by the City of Ontario's CLG Historic Preservation Commission and staff to analyze the possible effects, treatment options and if necessary, mitigation options. Euclid Avenue was voted one of the most beautiful boulevards in the United States and its ability to convey its local, State, national and international historical significance will be preserved in perpetuity by following this Historic Property Treatment and Management Plan.

10.0 REFERENCES

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Appendix A:
Photos

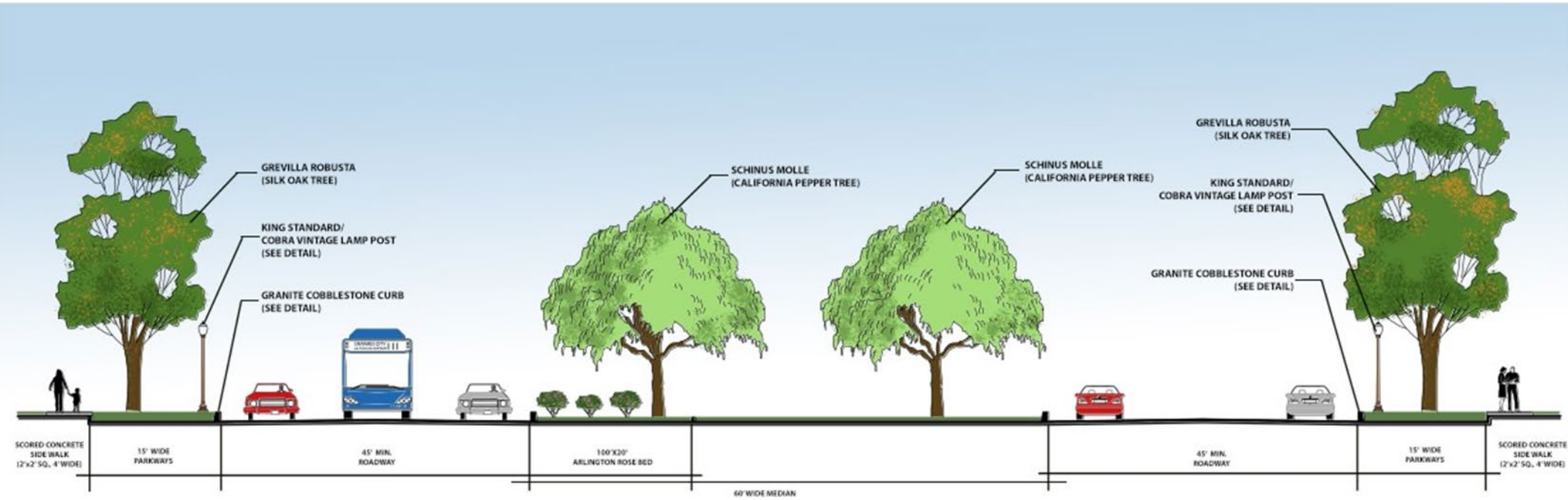


Figure 1 Cross Section of Historic Euclid Ave. & CDFs

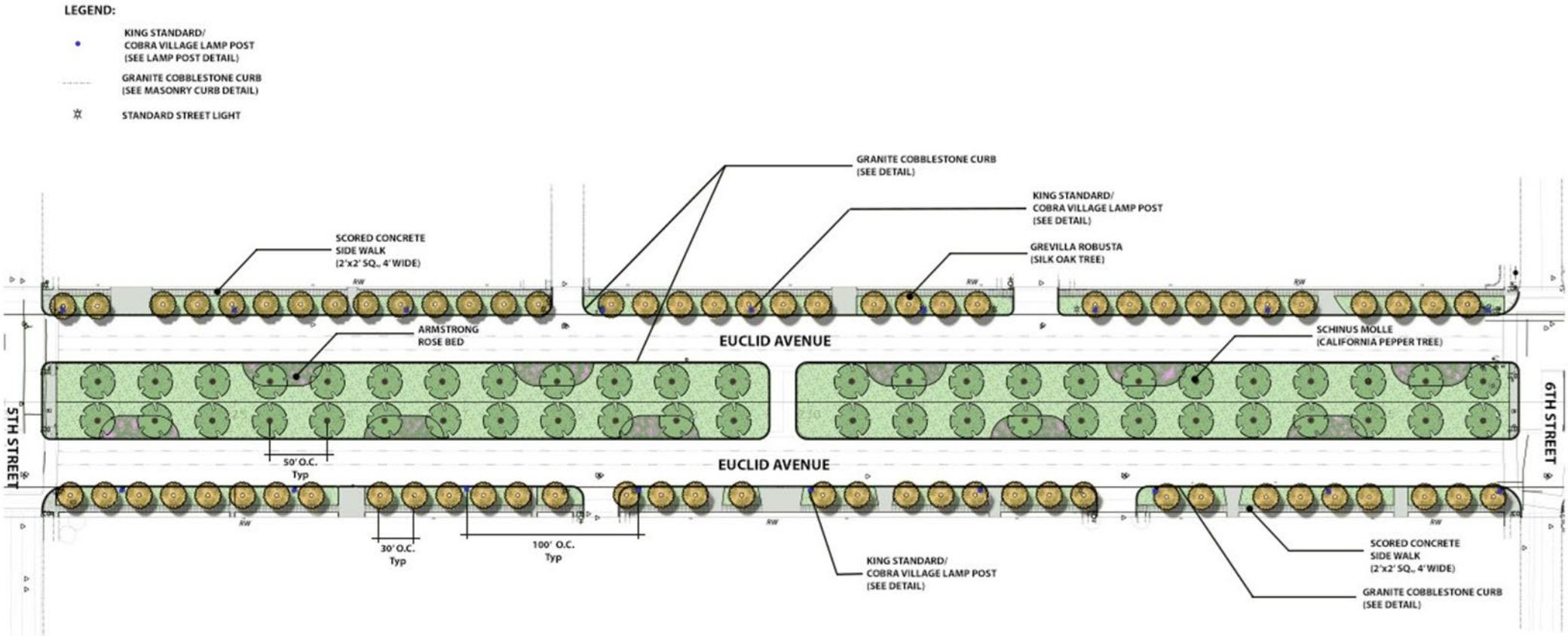


Figure 2 Aerial Diagram of Historic Euclid Ave. 7 CDFs



Figure 3 Euclid Ave Alignment 1880's (Source Ontario Library)



Figure 4 Euclid Ave Alignment 2020's



Figure 5 Euclid Ave. Median 1940's Dual Row of California Pepper Trees & Open Space (Source Ontario Library)



Figure 6 Euclid Ave. Median 2023 Dual Row of California Pepper Trees & Open Space



Figure 7 Parkway



Figure 8 Masonry Curbs In-Kind Replacement



Figure 9 Masonry Curbs



Figure 10 Vintage King Standard Lampposts 2023 (Cobra Replacements)



Figure 11 King Standard Lampposts 1940's (Source Ontario Library)



Figure 12 Scored Concrete Sidewalk



Figure 13 Scored Concrete Sidewalk



Figure 14 Women's Christian Temperance Union Fountain & Plaque 2023



Figure 16 Frankish Fountain 2023



Figure 15 Frankish Fountain 1880's (Source Ontario Library)



Figure 17 Frankish Fountain Move 1983 (Source Ontario Museum)



Figure 18 Veterans Memorial 2023



Figure 19 Veterans Memorial Plaque



Figure 20 Replica Bandstand, 2023



Figure 21 Replica Bandstand Plaque, Dedicated October 19, 1997



Figure 22 Replica Bandstand Lamppost, 2023



Figure 23 Replica Bandstand Lamppost Plaque, Donated by The Drivers of Bell Cab Company



Figure 24 Original Community bandstand at Euclid Avenue and A Street (Holt Boulevard)' 1895. (Source Ontario City Library)



Figure 25 Armstrong Rose Bed, 2023



Figure 26 Armstrong Rose Bed, 2023



Figure 28 Madonna of the Trail Monument (Upland)



Figure 27 The Bridal Path (Upland)



Figure 29 Replica Gravity Mule Cart Display, 2023



Figure 30 Gravity Mule Cart, Date Unknown (Source Ontario City Library)



Figure 31 Electrified Cart, Date Unknown (Source Ontario City Library)



Figure 32 Ontario Lithograph 1880's, Caltrans District 8 Library



Figure 33 Ontario Land & Improvement Co. Lithograph, 1883. (Source Ontario City Library)



Figure 34 Ontario Land & Improvement Co. Office, 1883 (Source Ontario City Library)

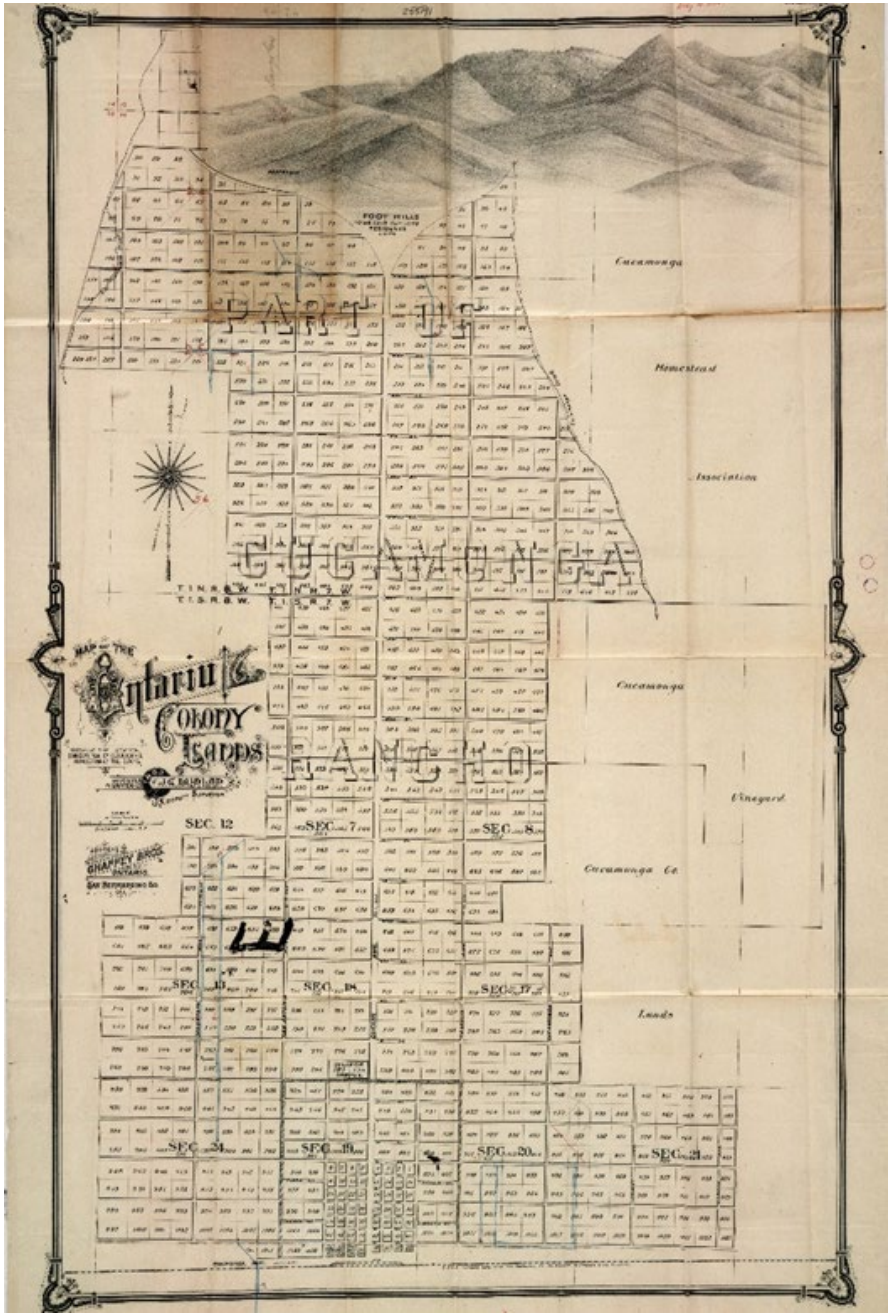


Figure 36 The Ontario Colony lands, 1882. (Source Huntington Digital Library)

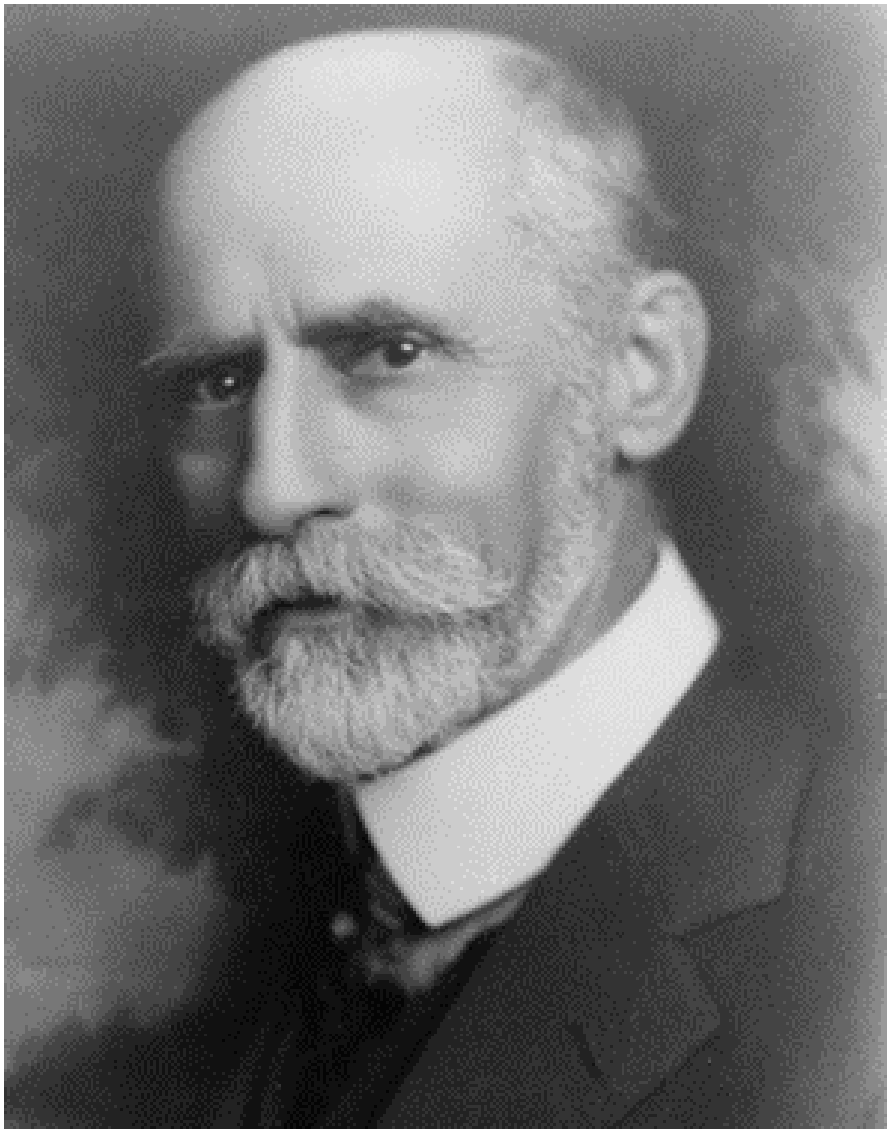


Figure 35 Charles Frankish, Date Unknown (Source Daily Bulletin)



Figure 37 The Frankish Fountain (middle-ground, right of center) and relocated land office building (foreground, left), 1886. (Source Ontario City Library)

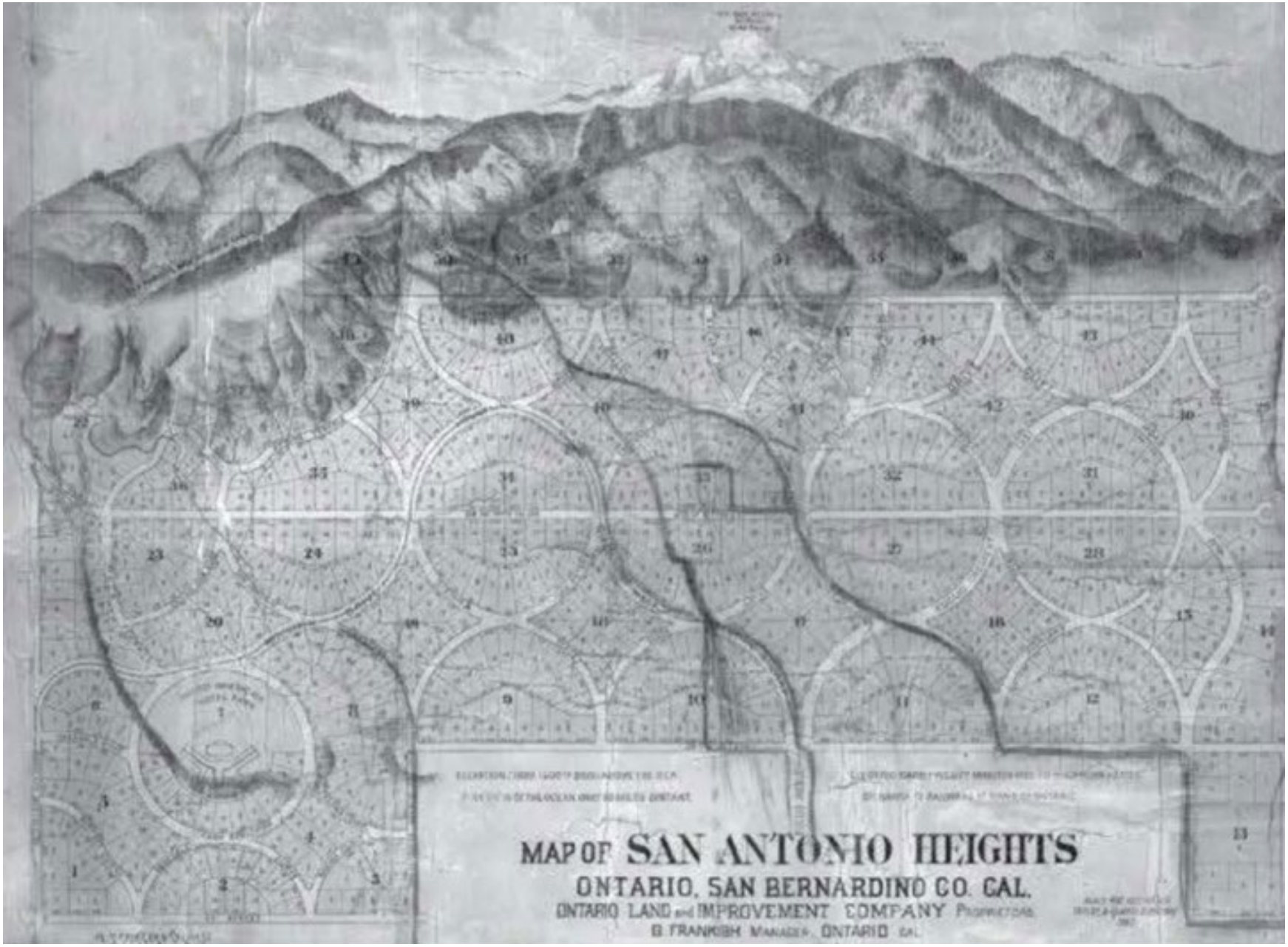


Figure 38 Figure 8. Plan for San Antonio Heights. 1887. (Source Ontario City Library)



Figure 39 System of electric lights along Euclid Avenue, 1900. (Source Ontario City Library)

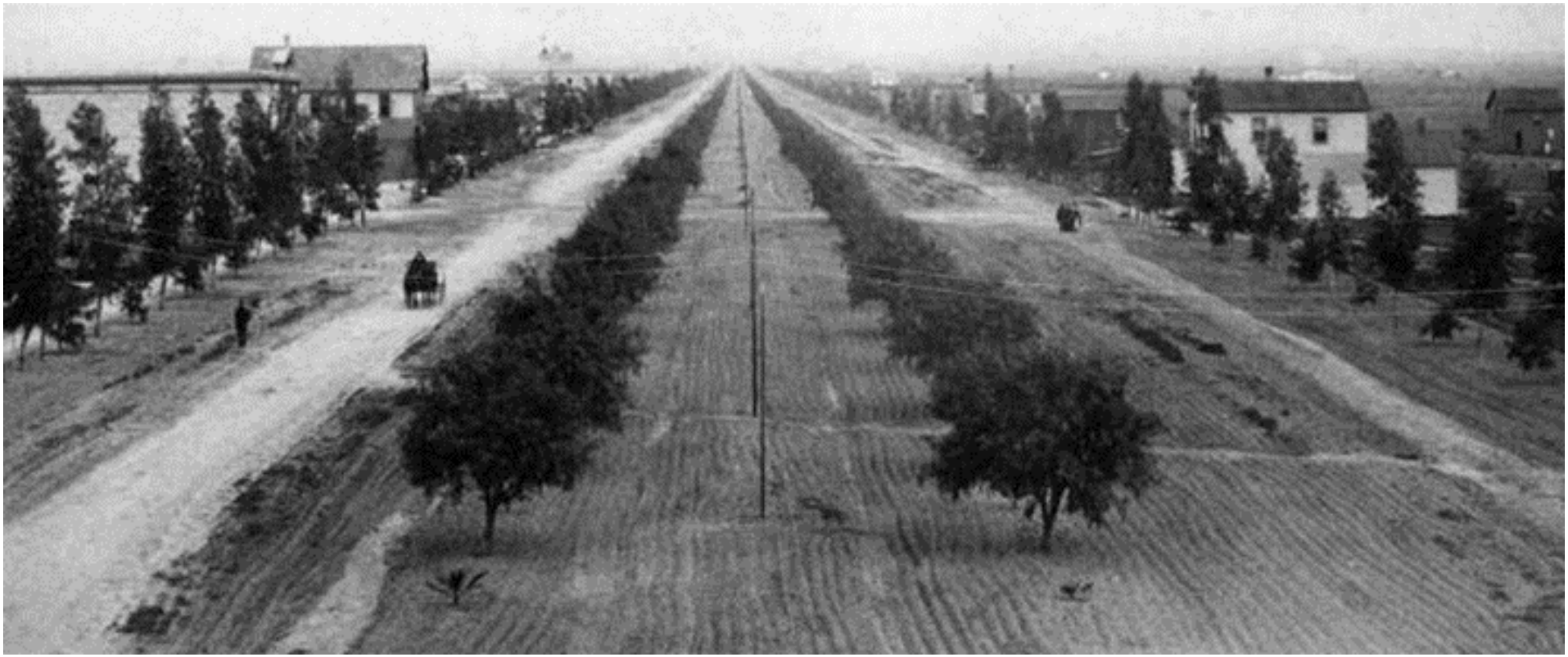


Figure 40 Young date palms and fast-growing pepper trees line Euclid Avenue, ca.1882. (Source Los Angeles Public Library)



Figure 41 Euclid Avenue paving, ca. 1920s. (Source Ontario City Library)



Figure 42 All-States Picnic, 1939. (Source Ontario City Library)



Figure 43 View of Euclid Avenue, looking north, 1955. (Source LA Public Library)



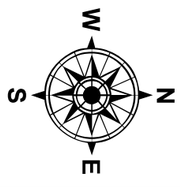
Figure 44 Euclid Ave with Original Masonry Curbs & Lamppost, 1910s (Source Archive.org)

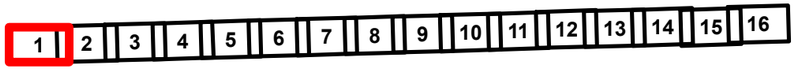
Appendix B

Euclid Ave. CDF Map

Historic Euclid Ave. CDF Map







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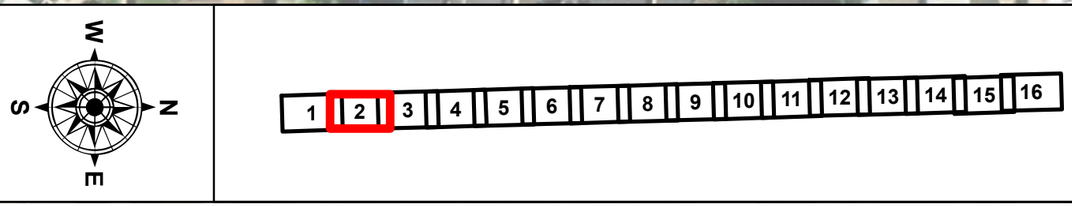
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Armstrong Rose Beds
Band Stand
Frankish Fountain
Mule Cart Display
WCTU Fountain
Veterans Memorial
CDF Masonry Curb
CDF Lamp Post
CDF Silk Oak Tree
CDF Pepper Tree
In-Kind Replacement Silk Oak Tree
In-Kind Replacement Pepper Tree
Magnolia Tree
Palm Tree
Silver Maple Tree
Cedar Tree
Pine Tree

Historic Euclid Ave. CDF Map





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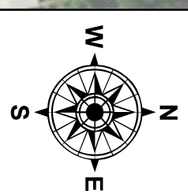
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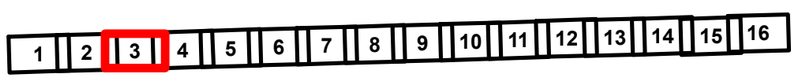
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Armstrong Rose Beds
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Frankish Fountain
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WCTU Fountain
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Historic Euclid Ave. CDF Map







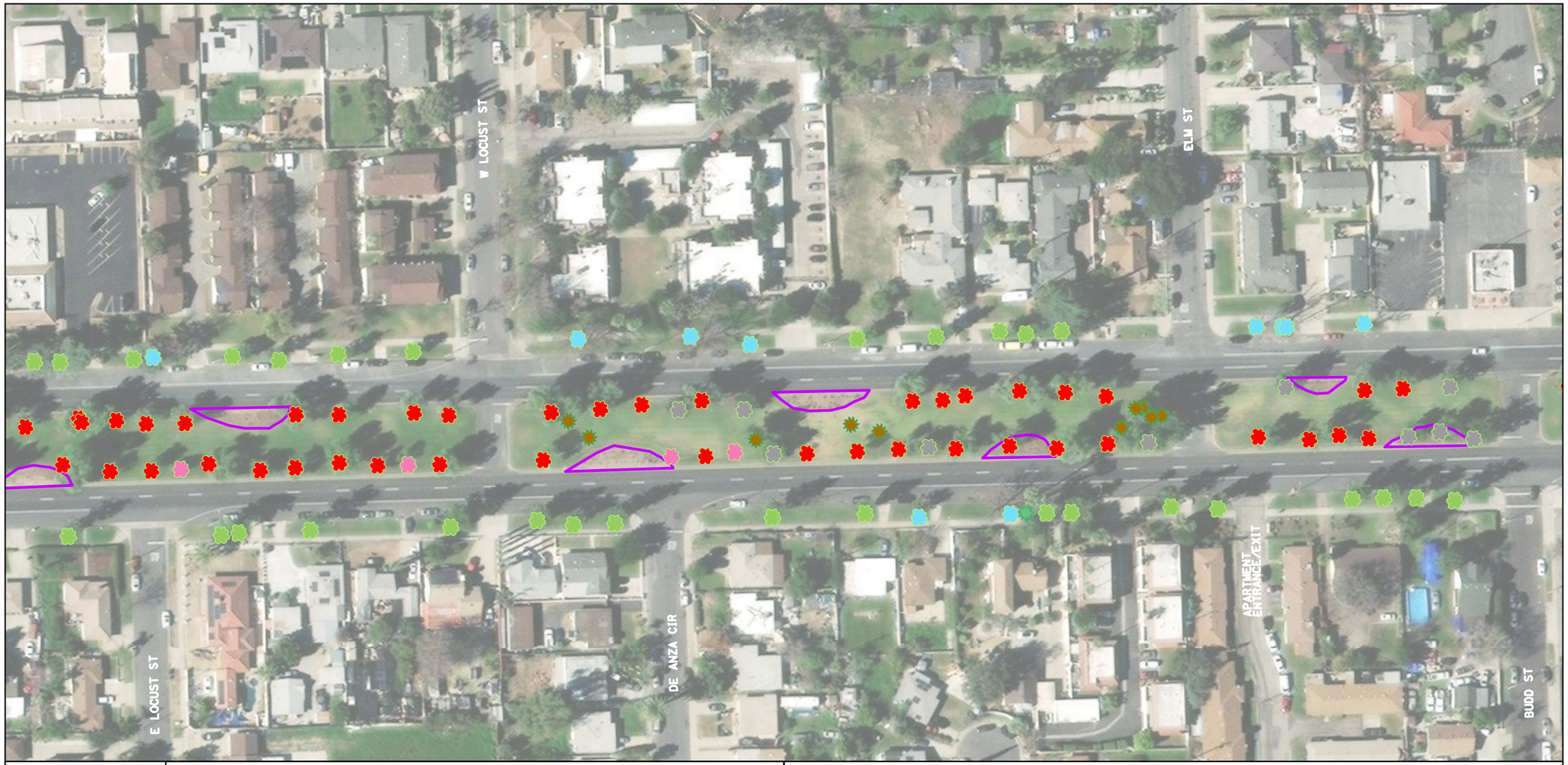
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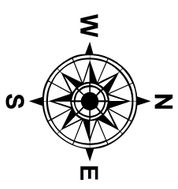
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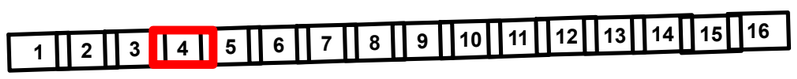
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- Armstrong Rose Beds
- Band Stand
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- Mule Cart Display
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Historic Euclid Ave. CDF Map







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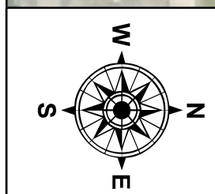
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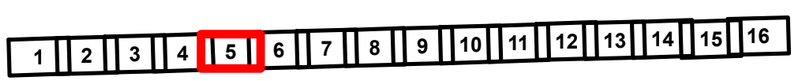
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Armstrong Rose Beds
Band Stand
Frankish Fountain
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WCTU Fountain
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Historic Euclid Ave. CDF Map







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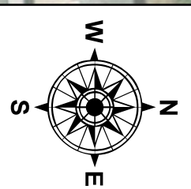
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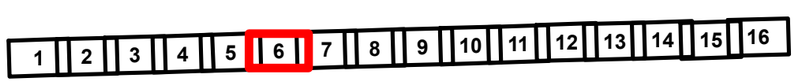
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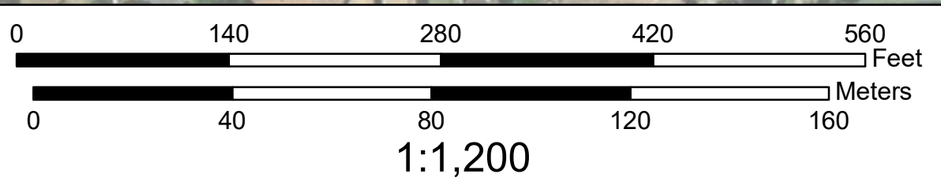
Armstrong Rose Beds
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Mule Cart Display
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Historic Euclid Ave. CDF Map









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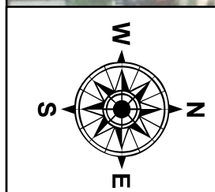
Historic Euclid Ave. CDF Map

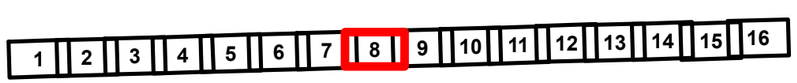


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Historic Euclid Ave. CDF Map







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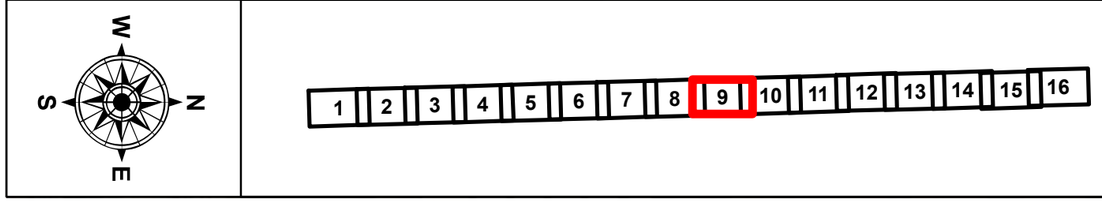
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- Armstrong Rose Beds
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Historic Euclid Ave. CDF Map





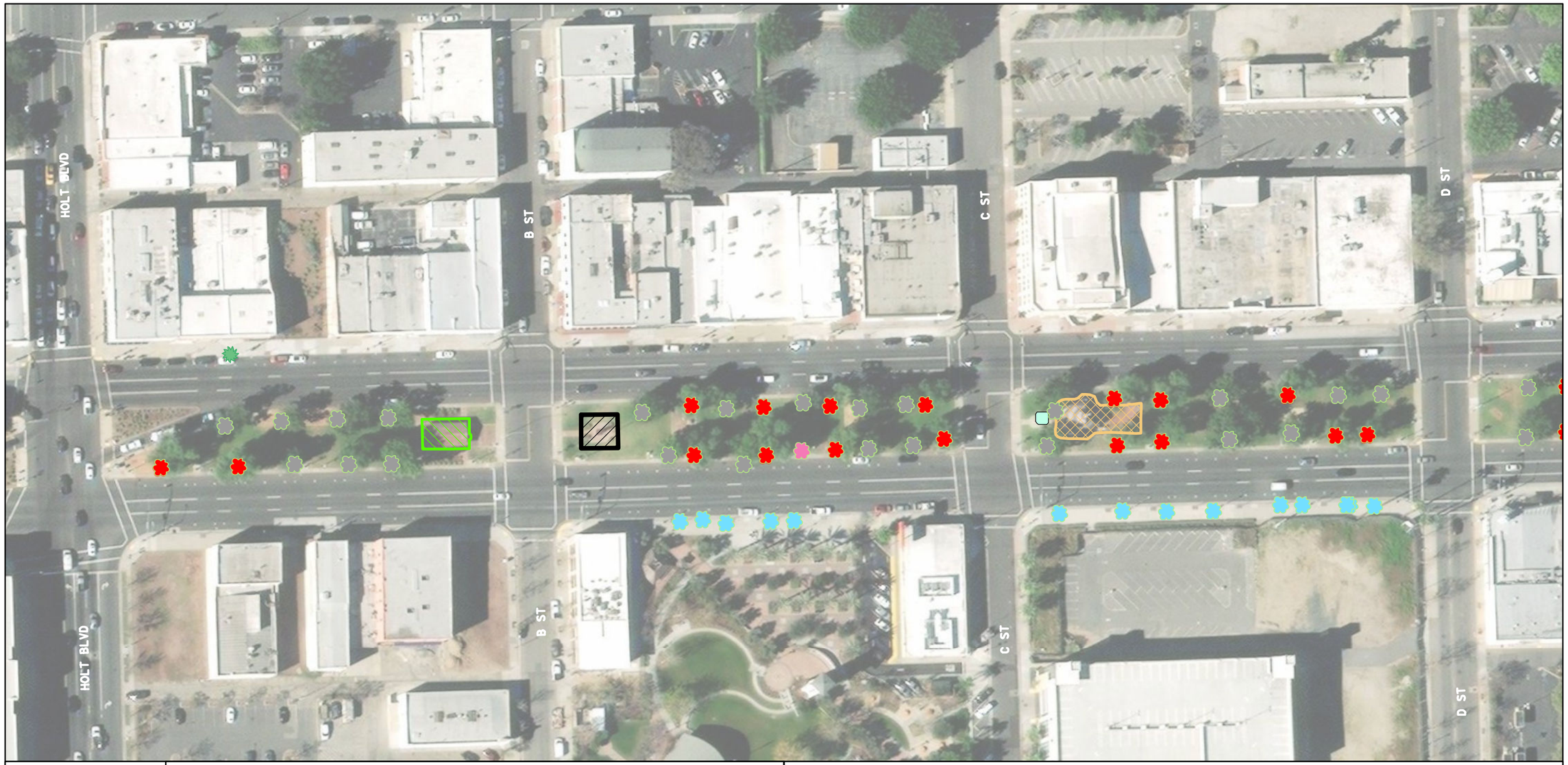
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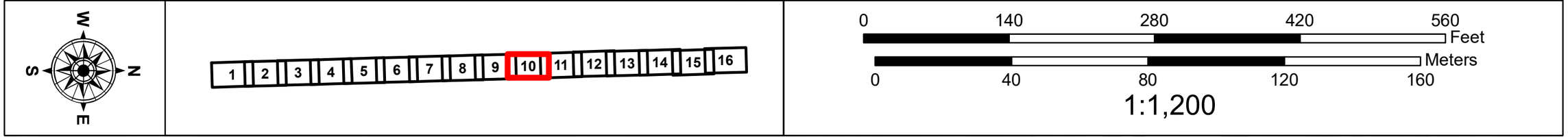
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Historic Euclid Ave. CDF Map

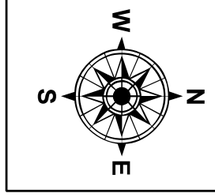


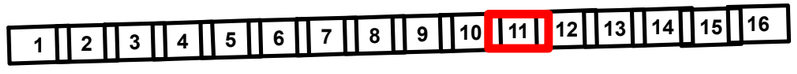


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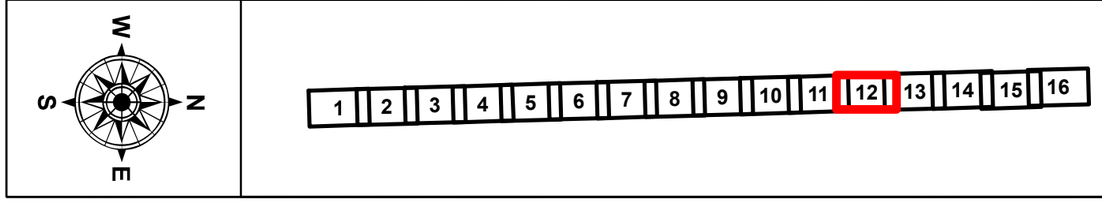
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Historic Euclid Ave. CDF Map





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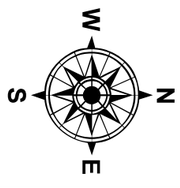
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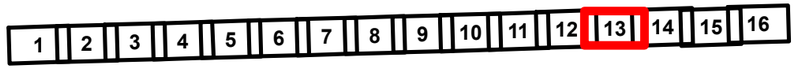
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Historic Euclid Ave. CDF Map







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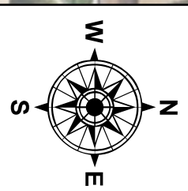
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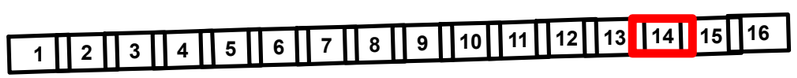
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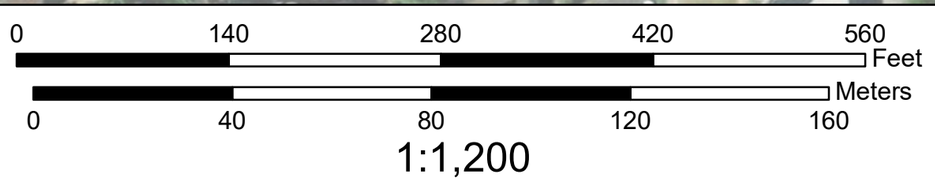
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Historic Euclid Ave. CDF Map





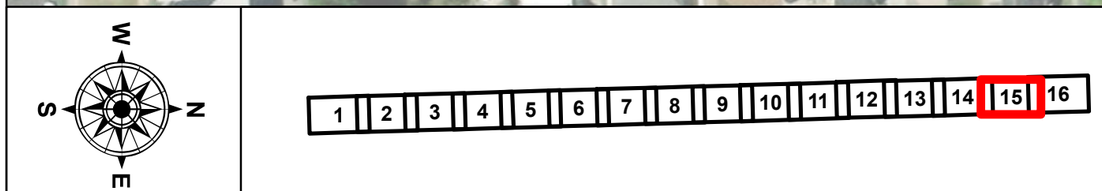




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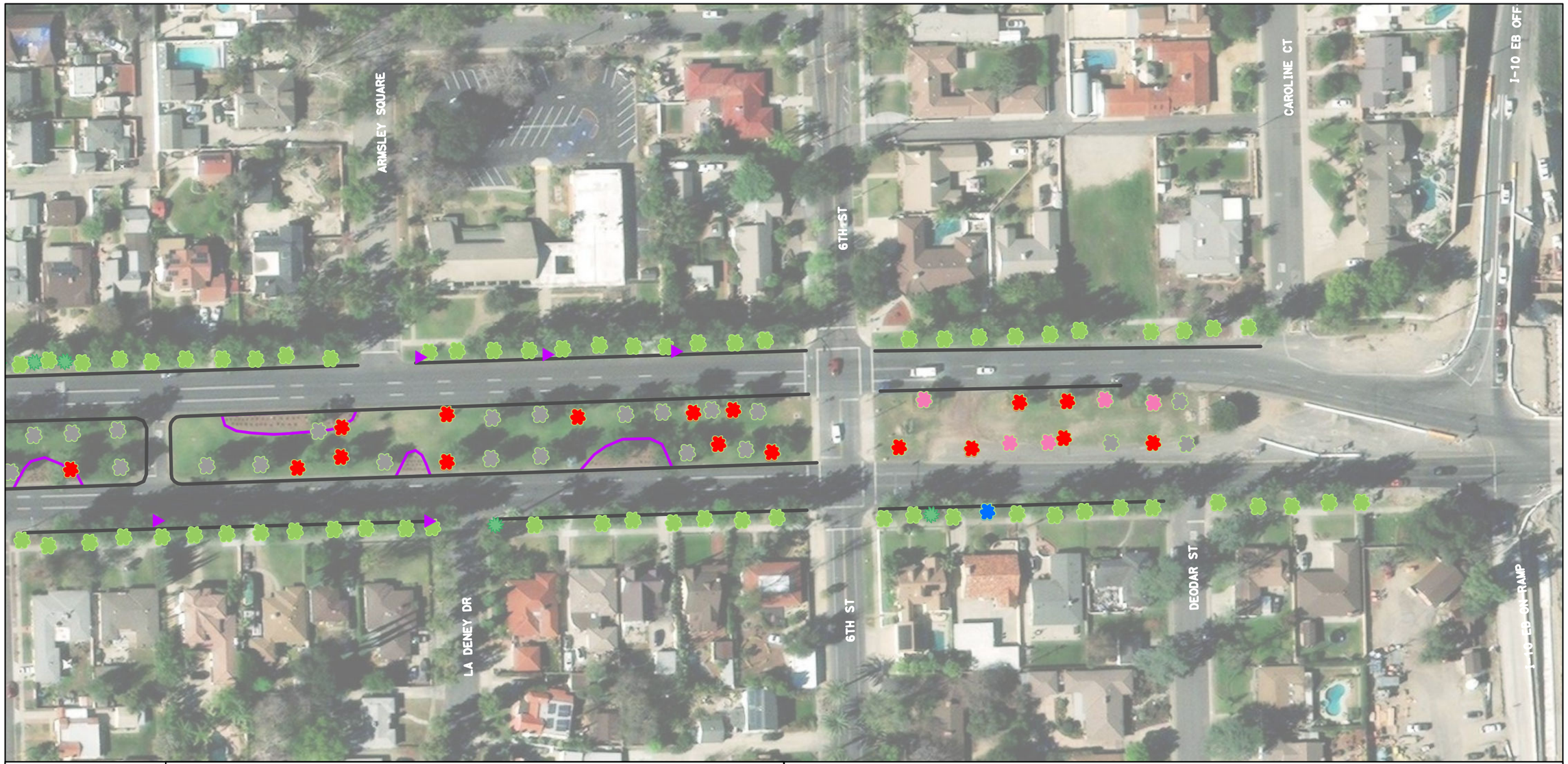
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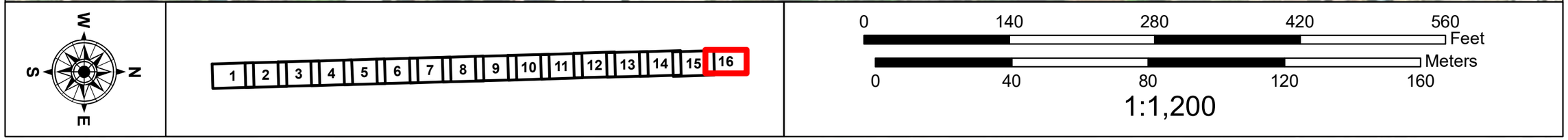
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Historic Euclid Ave. CDF Map





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Appendix C

Previous Determinations of Eligibility:

Euclid Ave. NRHP Nomination

Euclid Ave. Historic District Local Designation

NPS Form 10-900a
(8-86)

OMB No. 1024-0018

United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES CONTINUATION SHEET

Section _____ Page ___

SUPPLEMENTARY LISTING RECORD

NRIS Reference Number: 05000843 Date Listed: 8/10/2005

Euclid Avenue — San Bernardino — CA
Property Name — County — State

N/A
Multiple Name

This property is listed in the National Register of Historic Places in accordance with the attached nomination documentation subject to the following exceptions, exclusions, or amendments, notwithstanding the National Park Service certification included in the nomination documentation.

Signature of the Keeper — Date of Action: 8/10/05

Amended Items in Nomination:

Description:
Materials: Other/Asphalt (roadway); Other/Granite, Concrete (curb); Other/Earth (landscaped boulevard)

Significance
While *Criterion B* (Association with significant individuals) is discussed in the narrative text, the nomination best relates the significant contributions of the Chaffey family and Charles Frankish under Criterion A for the broad patterns of local history. The nomination provides little comparative information regarding others extant resources associated with the individuals; nor does it provide sufficient justification for the "works of a master," although the property is significant under Criterion C as a fine example of historic period landscape design.

These clarifications were confirmed with the CA SHPO office.

DISTRIBUTION:
National Register property file
Nominating Authority (without nomination attachment)

NPS Form 10-900
(Oct.1990)

OMB No. 1024-0018

JUN 2 8 2005

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Euclid Avenue

other names/site number State Route 83

2. Location

street & number From 24th Street in Upland to Philadelphia Street in Ontario ☐ not for publication

city or town Upland and Ontario ☐ vicinity

state California code CA county San Bernardino code 071 zip code: 91761;91762; 91764;91710

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property ☒ meets ☐ does not meet the National Register Criteria. I recommend that this property be considered significant ☐ nationally ☐ statewide ☒ locally. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title — Date: 26 JUN 2005

California Office of Historic Preservation
State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of commenting or other official — Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that this property is:

☒ entered in the National Register
☐ See continuation sheet.
☐ determined eligible for the National Register
☐ See continuation sheet.
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain): _____

Signature of the Keeper — Date of Action: 8/10/05

5. Classification

Ownership of Property
(Check as many boxes as apply)

- ☐ private
- ☒ public-local
- ☒ public-State
- ☐ public-Federal

Category of Property
(Check only one box)

- ☐ building(s)
- ☐ district
- ☐ site
- ☒ structure
- ☐ object

Number of Resources within Property
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
		buildings
1(landscape)		sites
1(road)	1 (bandstand	structures
3 (fountains, statue)	2 (reconstructions)	objects
5	3	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of contributing resources previously listed in the National Register

6. Function or Use

Historic Functions
(Enter categories from instructions)

Landscape/Plaza
Transportation/Road-Related
Transportation/Rail-Related

Current Functions
(Enter categories from instructions)

Landscape/Plaza
Transportation/Road-Related

7. Description

Architectural Classification
(Enter categories from instructions)

No style

Materials
(Enter categories from instructions)

foundation
roof
walls
other

Narrative Description
(Describe the historic and current condition of the property on one or more continuation sheets.)

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

☒ A Property is associated with events that have made a significant contribution to the broad patterns of our history.

☐ B Property is associated with the lives of persons significant in our past.

☒ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations
(Mark "X" in all the boxes that apply.)

Property is:

☐ A owned by a religious institution or used for religious purposes.

☐ B removed from its original location.

☐ C a birthplace or a grave.

☐ D a cemetery.

☐ E a reconstructed building, object, or structure.

☐ F a commemorative property.

☐ G less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance
(Enter categories from instructions)
Community Planning and Development
Social History
Landscape Architecture

Period of Significance
1882-1940

Significant Dates
1882 street laid out
1883 street first planted
1886 street extended to Ely (now Philadelphia)

Significant Person
(Complete if Criterion B is marked above)

Cultural Affiliation
NA

Architect/Builder
Chaffey, George Jr. & William Benjamin (W.B.)
Frankish, Charles

Narrative Statement of Significance
(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):
- ☐ preliminary determination of individual listing (36 CFR 67) has been requested.
- ☐ previously listed in the National Register
- ☒ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____

Primary Location of Additional Data
- ☐ State Historic Preservation Office
- ☐ Other State agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other

Name of repository:

10. Geographical Data

Acreage of Property: approximately 203 acres

UTM References
(Place additional UTM references on a continuation sheet)

	Zone	Easting	Northing		Zone	Easting	Northing
1	11	440008	3765845	3			
2	11	440029	3778809	4			☐ See continuation sheet.

Verbal Boundary Description
(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification
(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Geoffrey Starns & Cathy Wahlstrom

organization City of Ontario Planning Department date September, 2004

street & number 303 East "B" Street telephone (909) 395-2036

city or town Ontario state CA zip code 91764

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A **USGS map** (7.5 or 15 minute series) indicating the property's location.

A **Sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs

Representative **black and white photographs** of the property.

Additional items
(Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name

street & number telephone

city or town state zip code

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*).
Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.0. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

NARRATIVE DESCRIPTION:

This National Register nomination is for an approximately 8.4 mile long section of Euclid Avenue, currently part of California State Route 83 (SR-83), which runs from 24th Street to the Chino Valley Freeway (SR-71) through the Cities of Upland, Ontario and Chino. The historic portion of Euclid Avenue, is a spacious two hundred (200) foot wide treelined boulevard that travels from 24th Street in Upland, at the foothills of Mount Baldy, approximately 8.4 miles south to Philadelphia (Ely) Street in Ontario. Euclid Avenue right-of-way consists of two fifty-five (55) foot drives, one northbound and one southbound which are separated by a sixty (60) foot landscaped center median and bordered by fifteen (15) foot parkways with sidewalks. The Nomination is for the entire width (200 feet) of the right of way. The subdivision of the Ontario Irrigation Colony was intended for agricultural development, primarily citrus, and their related dwellings. Surrounding the Town of Ontario (from the Southern Pacific Railroad to Fourth Street), residential and commercial town lots were developed with larger Villa lots adjacent to the town. Euclid Avenue bisected the Colony, in a north-south direction, connecting the agricultural areas with the town. Intersecting streets were at an interval of a one-quarter (0.25) mile, with the streets in the Villa Lot area at an interval of one-eighth (0.125) of a mile and in the town are three-hundred seventy-five (375) feet. Minor alterations to the road, because of its function as a State Highway have not adversely affected the historic character and nature of Euclid Avenue.

The center median is planted with predominately California Pepper (Schinus Molle) trees, 50 feet on center, with Date Palm (Phoenix Dactylifera) trees, originally alternating with the peppers, typically existing at intersections; both originally planted in 1883. The Date Palms were removed shortly after they were planted to give the street a more uniform look and therefore have no impact on the integrity of the street. Many of the original trees remain, most notably north of Foothill Boulevard to 24th Street, which remains in original condition. Some Southern Magnolias (Magnolia Grandflora) have been planted along Euclid to replace pepper trees that had died and had to be removed. There are also the occasional Cedar Deodar (Cedrus Deodara) and other tree specimens that have been planted over the years. These trees have been planted in varying amounts throughout the proposed area. These specimens are non-contributing to the site and over time should be replaced with California Pepper trees. The parkways are planted with Silk Oak (Grevillea Robusta) trees, 30 feet on center, and Date Palms, originally planted in 1883 –1886. Once again the majority of the Palms were removed by the Chaffey Brothers shortly after they were planted. The original trees still exist in their original location. In addition, a variety of Armstrong Registered roses have been planted in the median. While Armstrong Nurseries (now Armstrong Lawn and Garden Centers, established in 1889 in Ontario) is an important part of Ontario's history, the planting are a non-contributor to this nomination.

The curbs and gutters along Euclid Avenue were originally made of Granite cobblestones and concrete, the majority of which still exists. Some curbs were replaced with concrete-only curbs, most notably from "G" Street south to Philadelphia Street, starting in the 1910s. The original cast iron lampposts were replaced in the mid 1920's with the King's Standard cast Iron lampposts. Ontario, Upland and California Department of Transportation (CalTrans) have added more modern light fixtures, because of Euclid Avenue's designation as a State Highway. The Women's Christian Temperance Union (W.C.T.U) fountain was originally built in 1901 and was located at the northwest corner of Euclid Avenue and "A" Street (now Holt Boulevard). It has been moved several times

NARRATIVE DESCRIPTION CONTINUED:

and is now in place in front of the Bandstand at Euclid Avenue and "C" Street, and is a contributor to the nomination. It also has been identified as appearing eligible (3S) for inclusion in the National Register. The Madonna of the Trail Monument, already a State Historical Landmark, stands at its original location on the Euclid Avenue Median at the Foothill Boulevard intersection, and is a contributor to the nomination. Immediately north of the Monument is the entrance to the bridal path, which extends to 24th Street.

The fountain erected by Charles Frankish, originally located in the center median, was moved by CalTrans in 1983 with the construction of the Southern Pacific and Union Pacific Railroad underpass. It currently sits approximately 150 feet from its original location, adjacent to Euclid Avenue in front of the Ontario Museum of Art and History (Old City Hall) just north of the Southern Pacific Railroad tracks. The original Community Bandstand, built in 1887, was located in the center median at the intersection of Euclid Avenue and "A" Street (now Holt Boulevard). It was removed in the 1920's, but was recently reconstructed (using historic photos) in the median at the intersection of Euclid Avenue and "C" Street, and is a non-contributor to the nomination. The Mule Car display, commemorating the original mule cars that traveled from 24th Street to the Southern Pacific Railroad, is located in the median between Holt Boulevard and "B" Street. This display features a replica of the original mule car, and is a non-contributor to the nomination. The Veteran's Memorial, originally constructed after World War I and subsequently removed, has been reconstructed on the median and the intersection of Euclid Avenue and "B" Street, and is a non-contributor to the nomination. Also located in the median are several concrete planters and benches that were constructed to replace temporary ones that were installed in the 1950s. These are also non-contributors to the nomination.

Bordering the street right-of-way is a variety of buildings and uses. The southern part of Euclid Avenue constructed by the Chaffeys is in the original commercial core of the city, Downtown Ontario. The northern part is in an area that is predominately residential, with some commercial, religious and institutional uses through the Cities of Ontario and Upland.

The only major alterations to Euclid Avenue have been the underpass under the Southern Pacific and Union Pacific Railroad tracks and the construction of the San Bernardino (I-10) Freeway and the Foothill (SR-210) Freeway, which passes under Euclid Avenue. The Foothill (SR-210) Freeway underpass has kept the integrity of Euclid Avenue. Because of the requirements of Section 106 of the National Historic Preservation Act, the landscaping, median, and other character defining features of Euclid Avenue have remained intact. The care Caltrans took on the Foothill Freeway, is not evident in either the San Bernardino Freeway or the Southern and Union Pacific Railroad underpasses. The San Bernardino (I-10) Freeway, built in the early 1950's has created a somewhat significant impact to the character of the street. The median is not landscaped, but some trees were planted. The impact is minimized since visually Euclid Avenue continues beyond the freeway. The impact would be more severe had the freeway passed over Euclid Avenue. The most severe impact is at the railroad underpass for the Southern and Union Pacific Railroads. Built in 1982-83, the overpass visually separates the original Chaffey portion of the Avenue and the Frankish addition. The overpass was not designed to be sensitive to the historic character of Euclid Avenue. The project was however given a determination that it did not impact the street. Several minor alterations over the years, including the replacement of deac

NARRATIVE DESCRIPTION CONTINUED:

diseased landscaping, addition of new light fixtures, and the replacement of curbs and gutters. The alterations that have been made do not significantly impair the overall integrity or character of Euclid Avenue.

The setting of Euclid Avenue has not changed, except to the extent that some of the buildings and structures adjacent to the avenue have changed over time. This change is reflected primarily in the different architectural styles of houses and commercial buildings along Euclid Avenue. Although there have been changes over time the original design concept and character of Euclid Avenue remains has retained its historic integrity.

Euclid Avenue Plantings

Street Segment	Parkways	Median	Other Plantings
24th Street to Foothill Freeway (SR-210)	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	
Foothill Freeway (SR-210) Underpass	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	Citrus Trees have been planted between the parkways and the edge of the bridge, behind the Silk Oak Trees
Foothill Freeway (SR-210) to 17th Street	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	
17th Street to 16th Street	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	Date Palms (Pheonix Dactylifera) planted between Silk Oak trees in parkways
16th Street to Foothill Boulevard	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	
Foothill Boulevard to San Bernardino Freeway (I-10)	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle) mixed with Carob Trees (Ceratonia Siliqua)	
San Bernardino Freeway (I-10) Underpass	None	None	
San Bernardino Freeway (I-10) to G Street	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	Magnolias (Magnolia Grandlora) and Deodars (Cedrus Deodara) have been planted in Median periodically with the Peppers
G Street to the Union Pacific Railroad	None[1]	California Pepper (Schinus Molle)	Magnolias (Magnolia Grandlora) have been planted in Median periodically with the Peppers
Union Pacific Railroad Underpass	None	None	
Union Pacific Railroad to Philadelphia Street	Silk Oak (Grevillea Robusta)	California Pepper (Schinus Molle)	Clusters of American Sweet Gum (Liquidamber Styraciflua) and Scotch Pines (Pinus Sylvestris) periodically in Median

Notes:

1. Between G Street and the Union Pacific Railroad was laid out as the Town of Ontario and beginning in the mid 1880s the Parkway trees were removed as the town developed.

NARRATIVE STATEMENT OF SIGNIFICANCE:

Euclid Avenue is eligible for listing in the National Register of Historic Places under Criteria A and C. Euclid Avenue is a significant piece of not only the local history of Ontario and Upland, but also the State of California. Euclid Avenue was the centerpiece of the Ontario Irrigation Colony, which was to become the Cities of Ontario and Upland. There is also a significant link between Euclid Avenue and the history of Australia. The Significance of Euclid Avenue can be assigned to two areas: Community Planning and Development and Social History. Euclid Avenue is also culturally significant to the Cities of Upland and Ontario. It has been the center of community events and activities since 1882. It is so closely identified as an important part of the community that the Euclid Avenue median is depicted in Ontario's City Seal and Upland's City Seal depicts Euclid Avenue travelling up to 24th street and the Madonna of the Trail Monument.

Historical Background

The significance of Euclid Avenue in the areas of community planning and development are based on the creation of the Ontario Irrigation Colony by George Chaffey Jr. and William Benjamin (W.B.) Chaffey. A discussion of the landscape architecture of Euclid Avenue has been included to further show the importance of Euclid Avenue.

Community Planning and Development – the Chaffey Irrigation Colonies

George Chaffey Jr. was born in Brockville, Ontario, Canada and grew up in Brockville and Kingston, Ontario, Canada. He followed his father's footsteps and became a ship builder. Engineering ran in the Chaffey Family. George Chaffey Jr's uncle, Benjamin Chaffey, was involved with the construction of the Victoria Bridge, which crosses the St. Lawrence Seaway in Montreal. George started his career as a shipbuilder and designed and built over 20 ships, most notably the S.S. Geneva, which in 1875 was the fastest light draught ship in America, and had an article published about it in Scientific American. George and William's father retired in 1878, and moved the family, including, his brother Charles and his sister Emma to the Arlington area of Riverside. William and his family moved with their father. The Chaffey family planted one of the first orange groves in Arlington.

William had seen first hand the potential of agricultural development and had toured the Cucamonga area with Charles. He had also written George regarding the potential of agricultural development in the Cucamonga area. In 1880, George came to Riverside to visit the family. His brother Charles took him on a tour of the Cucamonga area. George soon became infected with the same enthusiasm that William and Charles had for the prospect of developing agricultural land in Cucamonga. He set out to become an expert in irrigation. On Thanksgiving Day in 1881, they traveled to the house of Captain Joseph S. Garcia and bought 1,000 acres of the Cucamonga Rancho. Shortly after they bought additional land, and established the 2,500 acre Etiwanda Irrigation Colony, named after an Indian Chief and friend of his Uncle Benjamin.

William Chaffey saw the difficulties in Arlington when landowners did not have any water rights. In Riverside, the founders of the settlement had created a system by which a settler would buy land but be dependent on water from a company that they had no control of. A fellow Canadian, Matthew Gage, created the Gage C

NARRATIVE STATEMENT OF SIGNIFICANCE CONTINUED:

to bring waters from the Santa Ana Riverbed to his lands in Arlington to avoid the problem. Luther M. Holt, publisher of a Riverside newspaper, thought the solution to the problem was to incorporate as a Mutual Water Company. This system became known as the Holt-Chaffey Mutual Water Company System, and it became the model of future irrigation developments.

The premise of the Mutual Water Company System was very simple, ensure that every landowner was given a share of the water, based on the amount of land they owned. First, the Chaffey Brothers bought the land and water rights. Second, they established a water company, and created shares of stock. They then sold their water rights to the company for all the shares of stock. As they then sold land to settlers, the sale also included shares of stock in the water company, thereby ensuring the landowners had control of the water company and therefore the water. The first settlement to use this system was the Etiwanda Irrigation Colony.

While developing Etiwanda in 1882 (which sold over 1,400 acres in the first eight months at $100 per acre), the Chaffey Brothers began thinking about a new project. The money earned from Etiwanda allowed the Chaffey's to negotiate with Captain Garcia for the San Antonio Lands portion of the Cucamonga Rancho. George Chaffey imagined this new settlement. In the Life of George Chaffey, written in 1928 by J.S. Alexander, he states that:

> "From the plateau at the foot of the mountain I obtained a bird's-eye view of the whole area I proposed to acquire, and while I was standing there looking at it, I saw what Ontario was to and did become."

The Chaffey Brothers bought the 6,216 acres of the San Antonio Lands on September 15, 1882 for $60,000.00. Subsequent purchases of railroad and government land created the land for the townsite and the crucial 114 acre Kincaid Ranch at the mouth of the San Antonio Creek, which was purchased for $11,000.00, rounded out the Ontario Colony. During the purchases, the developers of Pomona claimed rights to San Antonio Creek. Through negotiations each received half the water in the creek. George Chaffey knew that there was much more water underground than on the surface. He considered the creeks in Cucamonga to flow inside out. He was proved right. Today, Pomona receives 9% of their water from San Antonio Creek and 72% from underground sources. Ontario has received up to 88% of its water from underground sources.

Improving on the Etiwanda Colony, this new venture was intended to be a model settlement. The plan for the colony was based on four fundamental principals:

1. Distribute the water over the whole tract to each farm lot in cement pipes, each holder to share in the water proportionately to his holding irrespective of distance from the source;

2. Construct a main thoroughfare from one end of the settlement to the other, and lay it out in such a way that it will be a thing of beauty forever;

NARRATIVE STATEMENT OF SIGNIFICANCE CONTINUED:

3. Provide a College for the agricultural education of the people of the colony and for the general education of their children;

4. Secure the best possible class of settlers by a reversionary clause in the deeds to each allotment forbidding absolutely the sale of intoxicating liquor.

Euclid Avenue was conceived and planned by George and William Chaffey to be the centerpiece for their "Model Colony". It was to be the main thoroughfare through the Ontario Irrigation Colony. It was to travel from San Antonio Heights, at the base of the San Gabriel Mountains, at the north end of the colony, south to the Southern Pacific Railroad (see attached map). In the Life of George Chaffey, written in 1928 by J.S. Alexander, he states that:

> "George Chaffey's subdivision set the new standard for rural communities. Its most striking feature was that every ten-acre lot had street or avenue frontage. From the Mesa he laid out the main avenue 200 feet wide and eight miles long [actually 6.2 miles] to the Southern Pacific Railway crossing. Parallel Avenues 66 feet wide were laid out at half-mile intervals. These were intersected by numbered cross streets running east and west every quarter of a mile, thus cutting the tract into a series of eighty-acre blocks, each subdivided into eight ten-acre lots, exclusive of the space occupied by streets and avenues." (page 48)

The second principal, creation of a thoroughfare that ran from one end of the settlement to the other, became Euclid Avenue. Because of its extraordinary beauty and function, Euclid Avenue became the centerpiece of the Colony and soon served as a model for other settlements within the United States and Australia. The historic stretch of Euclid Avenue runs through the current Cities of Ontario and Upland where it remains a community centerpiece and prominent historic landscape.

George Chaffey's plan for Ontario had principals that were laid down in advance, for the colonization of the territory in what Vide Ingersoll called, in his Annals of San Bernardino County, "the most perfect then formulated". One of these principals was the creation of what was to become Euclid Avenue. That principal was:

> *Construct a main thoroughfare from one end of the settlement to the other, and lay it out in such a way that it will be a thing of beauty forever;*

Euclid Avenue was designed and laid out in 1882 by George and William Benjamin (W.B.) Chaffey, the founders of the Ontario Irrigation Colony. Construction began that same year under their direct supervision. By January 1883, four (4) miles had been graded. Planting of the trees from the Southern Pacific Railroad to 4th Street began in April 1883. The parkway was originally planned to be planted with only a double row of Palm trees, but the Chaffey Brothers decided to plant a double row of California Pepper trees 50 feet on center, along with the Palms. This was done because Pepper trees were fast growing and would provide landscaping while the Palms grew. Most of the Palms were later removed by the Chaffey Brothers. Several of the Palm tree

NARRATIVE STATEMENT OF SIGNIFICANCE CONTINUED:

exist at street intersections. The entire stretch of the Avenue was completed to 24th Street in 1884. A single row of Grevilleas and Eucalyptuses were planted along the side parkways because of their ornamental qualities. W.B. Chaffey, a horticulturist, planted mostly Australian trees, because of their resistance to heat and their drought tolerance. The connection to Australia began with the planting of Euclid Avenue and as J.S. Alexander called it, Euclid Avenue was "almost a little bit of Australia set in the heart of California". (page 48)

So great was the achievements of the Chaffey Brothers that on January 17, 1903, the United States Government chose Ontario as the standard for all United States Irrigation Colonies. In 1904, a model of the colony was prepared for and presented at the St. Louis World's Fair (hence the name, "The Model Colony").

In 1885, Alfred Deakin, Victorian minister of water supply and the future first Prime Minister of Australia, was in the United States on a fact finding mission, heard about the Chaffey's irrigation colonies and came to Ontario. Impressed by the Ontario Colony, he convinced George and William Chaffey to come to Australia and establish irrigation colonies there. In 1886, the Chaffey Brothers sold their interests in Ontario and moved to Australia to establish new irrigation colonies.

A group of Investors, led by Charles Frankish, bought out the Chaffey Brothers and formed the Ontario Land and Improvement Company. Frankish bought the property south of the Ontario Irrigation Colony, from Southern Pacific Railroad to the Rancho Santa Ana Del Chino, and named it the South Side Tract. Frankish then extended Euclid Avenue south to Ely Street, now Philadelphia Street, through his South Side Tract. The street was laid out and constructed under his personal supervision in 1886 to conform with the Chaffey's plan for Euclid north of the Southern Pacific Railway.

By the 1930s, Euclid Avenue had received widespread recognition as being an outstanding example of landscape architecture and was known as one of the most beautiful boulevards in the world. On October 24, 1926, an article in the Los Angeles Times reported that Euclid Avenue was "a boulevard of national and even world renown and is unmatched for its beauty... an attraction 'raved over' by every visitor to Southern California".

Ed Ainsworth, a columnist, reported in the mid 1930s in his column "El Camino Real" that:

> "Charles Gibbs Adams, nationally known landscape architect, not long ago reported that a jury of experts, named for the purpose of selecting the world's most beautiful highways had included the Ontario thoroughfare in its list of seven."

Euclid Avenue was designed to be the focal point of the Ontario Colony. Historically, community events have been held there. This includes the Fourth of July parade and All-States picnic (named the World's Largest Picnic Table by the Guinness Book of World Records), the Chaffey Tournament of Bands, and Christmas on Euclid. That tradition continues with the summer concerts at the reconstructed bandstand, the Arts and Crafts show, the classic car show and the Kiwanis Pancake Breakfast and numerous other events. In addition, the

NARRATIVE STATEMENT OF SIGNIFICANCE CONTINUED:

Euclid Avenue Nativity Display, Ontario Historic Landmark No. 65 has been displayed on Euclid Avenue since 1959.

An important part of the development of Euclid Avenue and the Ontario Colony was the transportation aspect of the Avenue. The Chaffey Brothers designed a grand boulevard for horses and carriages and an electric trolley line that would travel down the median. The Chaffey Brothers departed for Australia before the construction of the trolley line began. Charles Frankish founded the Ontario and San Antonio Heights Railroad Company, which constructed the trolley line. The first trolley, called the "Gravity Mule Car", traveled down the Euclid Avenue median from 24th Street to the Southern Pacific Railroad in 1888. The mules pulled the car up the hill, then were loaded on a pull out platform at the rear of the car, and rode back down the hill. The mule car was replaced in 1895 by electric trolleys and became one of the Pacific Electric Red Car Lines in 1912 and ran until 1928. Mr. Earl H. Richardson, who invented the "Hotpoint" electric iron in 1903, electrified the trolley line. In addition, the Chino Valley Narrow Gauge Railroad traveled down the southern part of Euclid Avenue between the Southern Pacific Railroad and the town site of Chino.

Euclid Avenue is also located at a crossroads of transportation, past and present. It intersects historic trails, highways (including Route 66), railroads, and modern freeways. The Madonna of the Trail monument, which is one of twelve statues, marks the pioneers' trail across the United States. The Madonna of the Trail monument in Upland signifies the western end of the trail. The monument farthest east is in Bethesda, MD. The Monument was dedicated by a then obscure judge from Missouri, and future President of the United States, Harry S. Truman.

Landscape Architecture

Euclid Avenue was designed and laid out in 1882 by George and William Benjamin (W.B.) Chaffey, the founders of the Ontario Irrigation Colony. Construction began that same year under their direct supervision. There is no information regarding the labor used to construct Euclid Avenue, although we do know that the Chaffey Brothers used Chinese laborers to construct tunnels to bring water from San Antonio Creek. By January 1883, four (4) miles had been graded. William Benjamin Chaffey was a horticulturist and was responsible for the plant selections and supervised the planting of the colony. Planting of the trees from the Southern Pacific Railroad to 4th Street began in April 1883. Edward J. Jacquet, from Switzerland, was in charge of the planting. He had a crew of five men. The parkway was originally planned to be planted with only a double row of Date Palm (Phoenix Dactylifera) trees, but it was decided to plant a double row of California Pepper (Schinus Molle) trees 50 feet on center, along with the Palms. This was done because Pepper trees were fast growing and would provide landscaping while the Palms grew. Most of the Palms were later removed by the Chaffey Brothers. Several of the Palm trees still exist at street intersections. The entire stretch of the avenue was completed to 24th Street in 1884. A single row of Silk Oak (Grevillea Robusta) trees were planted along the side parkways because of their ornamental qualities. W.B. Chaffey chose to plant mostly Australian trees, because of their resistance to heat and their drought tolerance. The connection to Australia began with the planting of Euclid

NARRATIVE STATEMENT OF SIGNIFICANCE CONTINUED:

Avenue and as J.S. Alexander called it, Euclid Avenue was "almost a little bit of Australia set in the heart of California". (page 48)

Little is known regarding the career of William Benjamin Chaffey because he resided in Mildura, Victoria, Australia from 1886 until his death in 1926. There is no information regarding any formal schooling W.B. Chaffey had in horticulture. When he was 22, he moved his family to Arlington. It is known that he received much of his training in horticulture in the citrus groves of Riverside. According to a January 11, 1896 Special Edition of the Ontario Observer, W.B. Chaffey's:

> "Extensive knowledge in practical horticulture, gained while farming the home ranch at Arlington, and in planting and caring for a large number of Riverside orange groves owned by absentees."

We do know that while in Mildura, he dedicated himself to the creation and development of the dried fruits industry. The Chaffey Colonies of Renmark and Mildura joined to form the Australian Dried Fruits Association. W.B. Chaffey was the President of the association for many years. Because of his dedication to the industry that helped save the Mildura Colony and to the Colony itself, W.B. Chaffey was the first President of the Shire of Mildura in 1903, and the first Mayor of the City of Mildura in 1920.

Euclid Avenue also has an international significance associated with it. The founding principals of the Ontario Irrigation Colony were also used in the development of the Chaffey Irrigation Colonies in Australia. Both the Mildura and Renmark Irrigation Colonies, each founded by the Chaffey Brothers in 1887, contain as the main thoroughfare, a 200 feet wide right-of-way with a 60-foot median and two parallel avenues each 66 feet wide. The Mildura colony also has Pepper trees planted, this time as a single row on the parkways. Both colonies were laid out around this avenue, just as Ontario was laid out around Euclid Avenue.

Period of Significance

The Period of Significance for Euclid Avenue is 1882 to the 1930s. The 1882 date is established with the creation of the Ontario Irrigation Colony and Euclid Avenue by George and William Chaffey. The 1930s date is established because of the development pattern of Ontario and Upland. Euclid Avenue was a significant element for transportation, a social gathering place and as an identifiable landscape feature of the community. As both cities converted from an agricultural colony to a modern city, the transformation occurred first along Euclid Avenue. From the turn of the 20th century until the start of World War II, development of residential neighborhoods on agricultural property occured adjacent to Euclid Avenue. While this transformation occurred Euclid Avenue continued to be a significant element in the community.

As the cities developed, the typical suburban sprawl of Southern California affected the significance of Euclid Avenue. In 1928, the Pacific Electric Railroad abandoned its Euclid Avenue Line, lessening the role of Euclid Avenue as a significant transportation route. Euclid Avenue played a less important role in the development of the two cities as the cities expanded away from Euclid Avenue. After World War II and the subsequent ho

boom, the significance of Euclid Avenue was dramatically reduced as the cities rapidly expanded away from Euclid Avenue. The development of the Interstate Highway System was the final blow to Euclid Avenue's dominance as a important transportation element. Althought still a State Highway, Euclid Avenue is just a piece of the regional system, instead of the primary route.

As a social gathering place, Euclid Avenue is still important to the community. Through time and as more people settled in Ontario and Upland, the events typically and exclusively held on Euclid Avenue spread to other areas of the City's to bring those events to more of the community. It has not been until recently that Euclid Avenue has had a resurgence as a social gathering place. Euclid Avenue has been and will always be a significant landscape feature to the community. Euclid Avenue's significance in the Cities of Upland and Ontario ended at World War II. That event was a watershed moment not only for the history of the United States but also for the development of Southern California. The entire landscape of Southern California changed and Euclid Avenue was not exempt from this change. These events determined our selection of Euclid Avenue's period of significance from 1882 until the 1930s.

National Register Criteria

Euclid Avenue is the most prominent and arguably the most significant historical resource in the Cities of Ontario and Upland. It's origins date back to the creation of the Ontario Irrigation Colony and it is the best physical example of the ideals, principles and genius of the Chaffey Brothers. Euclid Avenue meets criteria A, and C for placement on the National Register of Historic Places. A discussion under Criterion B was provided to show the relationship between Euclid Avenue and the people significant in Ontario and Upland's History in order to further show the importance of Euclid Avenue to the local communities.

Criterion A

Criterion A, requires that the resource have a quality of significance that is associated with events that have made a significant contribution to the broad patterns of our history.

The principals of Ontario and the Holt-Chaffey Mutual Water Company changed the way communities were developed. As previously discussed, Ontario was only the second community developed on the mutual water company system. This system and the principal's for the creation of Ontario so revolutionized the way agricultural communities were developed that it was recognized by the Department of Interior and the United States Congress, and was designated as the standard model for development of agricultural colonies established in and by the United States. The Model was also used by the Chaffey's in Australia and copied by numerous other Australian developments.

The centerpiece and most visible aspect of this model was Euclid Avenue. Euclid Avenue was used as the prime method of transporting the water. Since every parcel had street (east/west roads) or avenue (north/

south roads) frontage, and since every street intersected Euclid Avenue, concrete pipes were constructed and put underground on Euclid Avenue to carry the water to the parcels. In Ontario, the water company, named the San Antonio Water Company, (after San Antonio creek, the source of the water) is still in operation today.

Criterion B

Criterion B deals with the significance of a resource as it relates to its association with the lives of persons significant in our past. Euclid Avenue is associated with numerous people significant to the history of Ontario and Upland, California and the United States. The three people most associated with Euclid Avenue are George and William Benjamin (W.B.) Chaffey, and Charles Frankish. Also indirectly associate with Euclid Avenue are Andrew McCord Chaffey, who brought Branch banking to California, and Alfred Deakin, the first Prime Minister of Australia. The first of these people is George Chaffey.

George Chaffey Jr.

George Chaffey was one of the most significant figures of his time. Chaffey's connection to historic figures began as a young man. George Chaffey's father was in the shipping and ship building business and shipped many items along the Great Lakes for Mark Hanna. As J.S. Alexander recites, Hanna was:

> "a kind of American King-maker, who made William McKinley president, and virtually controlled National Republican politics in the U.S.A. for a generation. Whenever Mark Hanna visited he always stayed at the home of George Chaffey Senior." (page 19)

Engineering ran in the Chaffey Family. Benjamin Chaffey, uncle of George Chaffey Jr., was involved with the construction of the Victoria Bridge, which crosses the St. Lawrence Seaway in Montreal. George's father, as previously mentioned, was a shipbuilder. George started his career as a shipbuilder and designed and built over 20 ships, most notably the S.S. Geneva, which in 1875 was the fastest light draught ship in America, and had an article published about it in Scientific American. During the creation of the Etiwanda, George Chaffey created the Mutual Water Company system with Luther M. Holt, a system that ensured water rights with the purchase of land. This system would become a standard for future developments.

George Chaffey was also involved in numerous other enterprises. In 1882, he installed an electric light at his house, powered by hydroelectric power, just 3 years after Thomas Edison invented it, making it the first light west of the Rocky Mountains. Due to the interest in electric lighting shown by the City of Los Angeles, Chaffey founded the Los Angeles Electric Company, and according to J.S. Alexander, Los Angeles was "the first city in the United States, if not the world, to be exclusively lighted by electricity".

George Chaffey was also fascinated by the telephone and installed a phone line from his house in Etiwanda to San Bernardino. The line was later extended to Ontario. According to J.A. Graves in his book "My Seventy Years in California" Chaffey's long distance phone line was the longest line in operation in the world, and had

remained the longest in the state for some time. George Chaffey, along with his brother William Benjamin (W.B.) Chaffey founded not only Etiwanda and Ontario, but also Australia's first two Irrigation Colonies, Renmark and Mildura. George Chaffey returned from Australia 10 years later and continued his extraordinary achievements.

He returned to help Ontario and Upland out of a drought that was plaguing all of Southern California through the drilling of artesian wells in the canyon. He also bought a property in Cucamonga and found water, allowing it to be piped to Ontario and sold. His greatest achievement was in 1900 when he became president of the California Development Corporation, built the Imperial Canal, which irrigated the Imperial Valley, and founded the towns of Mexicali, Calexico, and Imperial.

In 1905, Chaffey went to the Owens Valley, bought land with the intention of irrigating the land, developing hydroelectric power and building an electric railroad to Los Angeles. He also founded the town of Manzanar, which would later become the site of one of California's most famous interment camps. The acquisition of this land and its water rights, was in direct conflict with secret plans of William Mulholland and the City of Los Angeles to bring water to the San Fernando Valley. Los Angeles eventually bought out the Chaffey interests. Chaffey's final irrigation project was the irrigation of the East Whittier-La Habra area, where he brought water 14 miles to irrigate the area.

William Benjamin (W.B.) Chaffey

The second significant historic figure associated with Euclid Avenue is William Benjamin Chaffey. W.B. Chaffey, as he was known, was a horticulturist and partner with George in the Chaffey Irrigation Colonies. W.B. was responsible for the planting of Euclid Avenue. He first came to California in 1878 when his father retired to Riverside. W.B. became interested in horticulture and became well respected locally. As previously discussed, little is known regarding the career of William Benjamin Chaffey because he resided in Mildura, Victoria, Australia from 1886 until his death in 1926. There is no information regarding any formal schooling W.B. Chaffey had in horticulture. When he was 22, he moved his family to Arlington. It is known that he received much of his training in horticulture in the citrus groves of Riverside. According to a January 11, 1896 Special Edition of the Ontario Observer, W.B. Chaffey's:

> "Extensive knowledge in practical horticulture, gained while farming the home ranch at Arlington, and in planting and caring for a large number of Riverside orange groves owned by absentees."

When the Chaffey Brothers went to Australia, W.B. was responsible for the planting of Deakin Avenue in Mildura, which is based on Euclid Avenue's design, with similar landscaping to that of Euclid Avenue. He decided to stay in Mildura when George returned to America. We do know that while in Mildura, he dedicated himself to the creation and development of the dried fruits industry. The Chaffey Colonies of Renmark and Mildura joined to form the Australian Dried Fruits Association. W.B. Chaffey was the President of the association for many years. Because of his dedication to the industry that helped save the Mildura Colony and to the Colony itself, W.B. Chaffey was the first President of the Shire of Mildura in 1903 and the first Mayor of the

of Mildura in 1920. He was known in Mildura as "Boss" and eventually became the "Old Man of Mildura". He became so beloved that there is a statue of him in the center median of Deakin Avenue in Mildura.

Charles Frankish

Third is significant figure is Charles Frankish, who formed the Ontario Land and Improvement Company and bought out the Chaffey's when they left for Australia. Frankish completed the Chaffey vision for Ontario. Frankish was responsible for the extension of Euclid Avenue south of the Southern Pacific Railroad. He also was responsible for the creation of the Ontario &San Antonio Heights Railway, which traveled down Euclid Avenue until it was bought out by the Pacific Electric Railway. Because of his holdings in Ontario, he was influential force in Ontario and Upland politics for almost 50 years.

Criterion C

Criterion C relates the significance of the resource if it embodies the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction. As discussed previously in the description of the street, Euclid Avenue has distinctive characteristics of a method of construction, with its rock curbs, unique median and other features. The second portion of Criterion C is that the resource represents the work of a master. Euclid Avenue is the visual representation of the accomplishments of the Chaffey Brothers. The Chaffey Brothers became the premier developer of agricultural and irrigation colonies in Southern California and Australia. George Chaffey became the foremost authority of his time on irrigation. His creation and development of Etiwanda, Ontario, Renmark, Mildura, Calexico, Mexicali, Imperial and Manzanar as irrigation colonies and his development of water in the East Whittier-La Habra area allowed the growth and development of Southern California. His greatest achievement, and one of the greatest achievements in the history of irrigation, was the creation of the Imperial Canal, which first successfully diverted water from the Colorado River. This canal was completely gravity fed. These achievements prove the George Chaffey was a master in the development of Irrigation.

W.B. Chaffey was the horticulturist. He was one of the leading cultivators of citrus groves in the Arlington area of Riverside, and was a leader in the creation and development the Dried Fruit Industry in Australia. W.B. was responsible for the plant selection for Euclid Avenue and supervised the planting. Euclid Avenue is the embodiment of the Chaffey Brothers ideals and principles regarding the development of agricultural and irrigation communities and is the best representation of their work in California.

Significant Person(s):

George Chaffey Jr.
William Benjamin (W.B.) Chaffey
Charles Frankish

Bibliographical References:

Alexander, J.A., *The Life of George Chaffey: A Story of Irrigation Beginnings: California and Australia.* London, MacMillian and Co. LTD. 1928

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December 11, 1952
December 14, 1952
December 27, 1952
January 4, 1953
Various - No Date

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Frankish, Leonard
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"Out of the West". *The Daily Report,* Ontario, February 18, 1962
"Out of the West". *The Daily Report,* Ontario, October 28, 1962

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"Famous Gravity Mule Car" *Official Program, Ontario Diamond Jubilee.* 1957.
"First Hydro-Electric Power." *Official Program, Ontario Diamond Jubilee.* 1957.

Ontario Observer. *Ontario Observer Special Edition*, Ontario, January 11, 1896.

Pioneer Title Insurance Company, "1887-1888, San Bernardino County Shares in the Boom of the Eighties, and the Pattern of Many of its Present Valley Towns and Cities is Established". *The Story of San Bernardino County.* San Bernardino, California 1958

Rounds, Michael. *Ontario: Gem of the Foothills.* Carlsbad: Heritage Media Corp. 1999

Verbal Boundary Description:

Euclid Avenue right-of-way, from 24th Street in the City of Upland, South to Philadelphia Street in the City of Ontario.

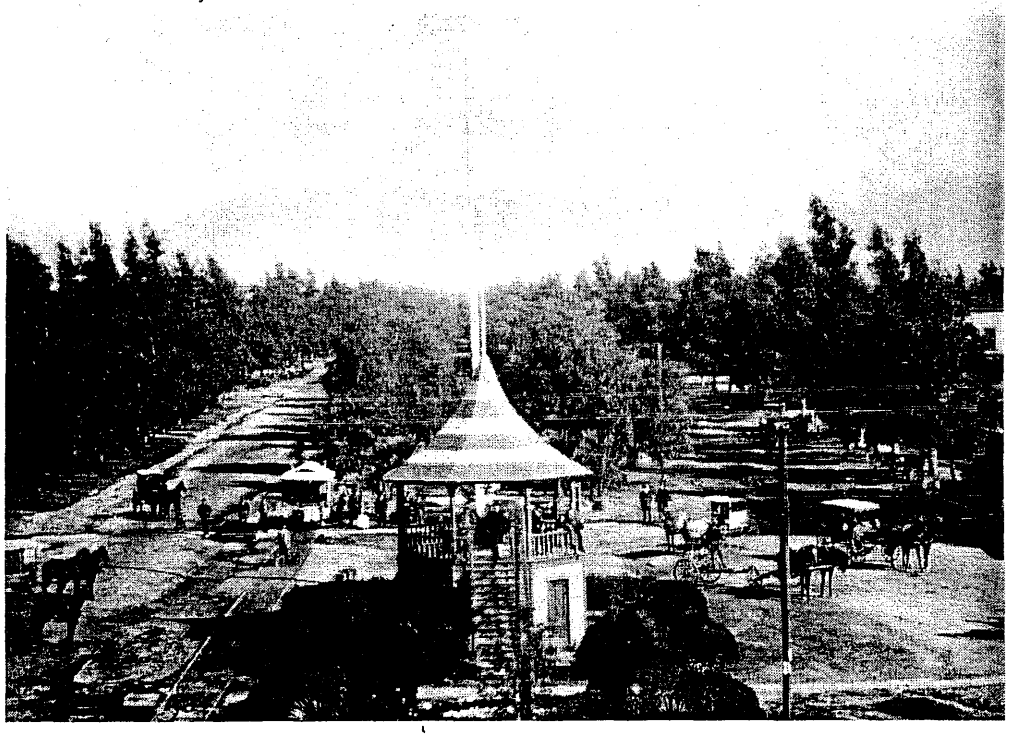
Boundary Justification:
The boundaries of the nomination those of the historic stretch of the street, constructed between 1882 and 1888. 24th Street is the northern most point, beginning, of Euclid Avenue. Philadelphia was the historic southern most point, end, of Euclid Avenue. The boundaries include the entire 200 foot width of the public right-of-way, which includes the 60 foot wide landscaped median, two 55 foot wide drives, and two 15 foot wide landscaped parkways and sidewalks. South of Philadelphia Street was not improved until the 1970's and later, and is therefore not of significance.

Historic Photos

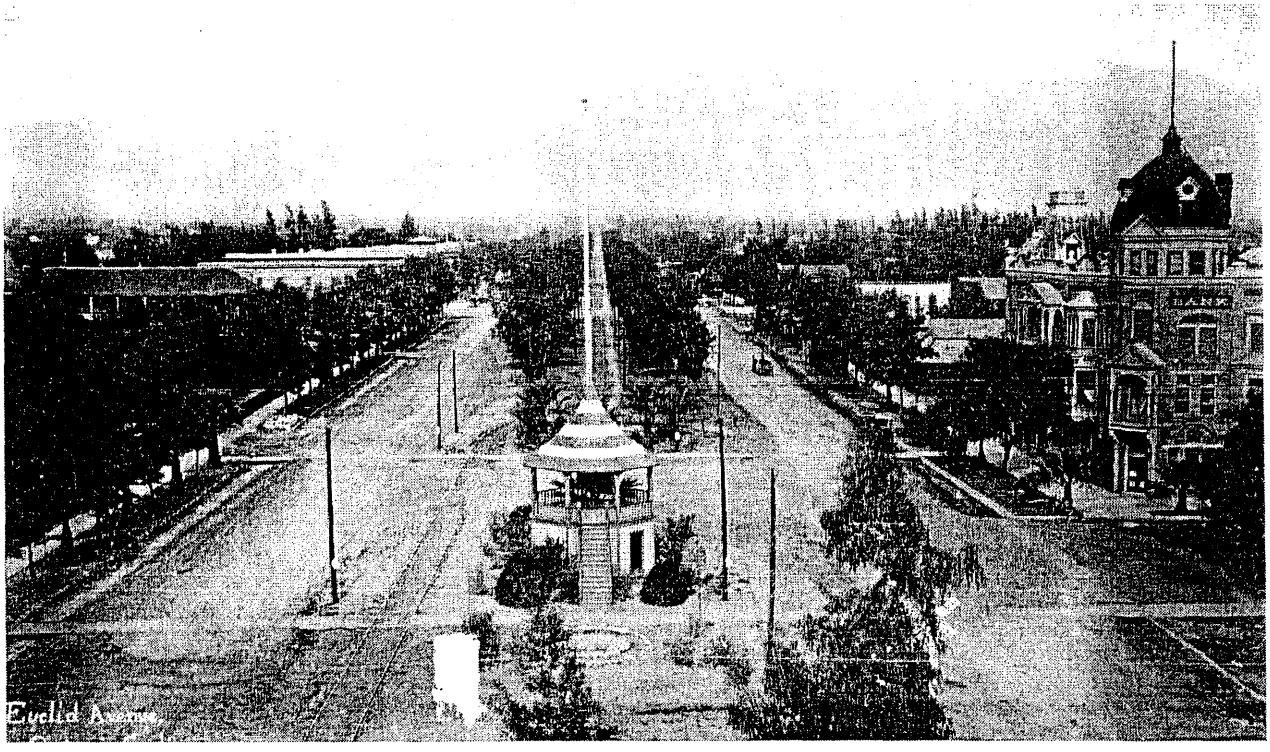
Euclid Avenue - All photos taken Courtesy of the Model Colony Room, Ontario City Library

1. Euclid Avenue - 1898 (bandstand in foreground)
2. Euclid Avenue - 1890 (bandstand in foreground)
3. Euclid Avenue - 1905 (bandstand in foreground)
4. Euclid Avenue - 1888 (frankish fountain in foreground)
5. Euclid Avenue aerial - 1920
6. Euclid Avenue - looking north from Holt Boulevard
7. Euclid Avenue - 1887
8. Euclid Avenue - Looking North from Holt Boulevard
9. Euclid Avenue - Looking South from B Street
10. Euclid Avenue - Looking North from Holt Boulevard
11. Euclid Avenue - Looking North from Holt Boulevard
12. Euclid Avenue - Veteran Memorial on Euclid Avenueat Holt Boulevard

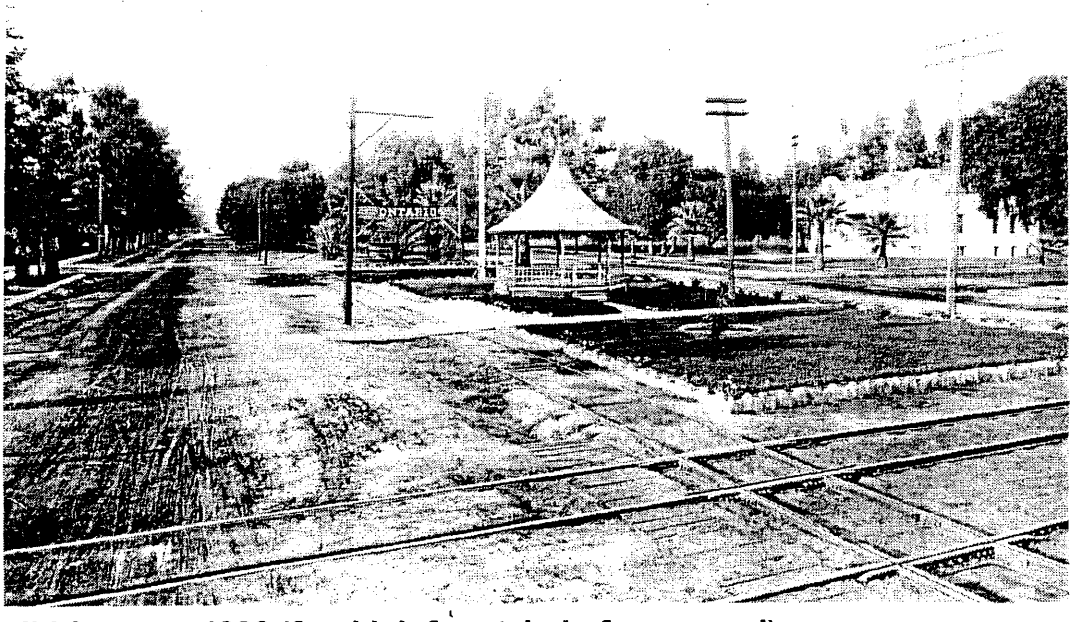
1. **Euclid Avenue - 1898 (bandstand in foreground)**



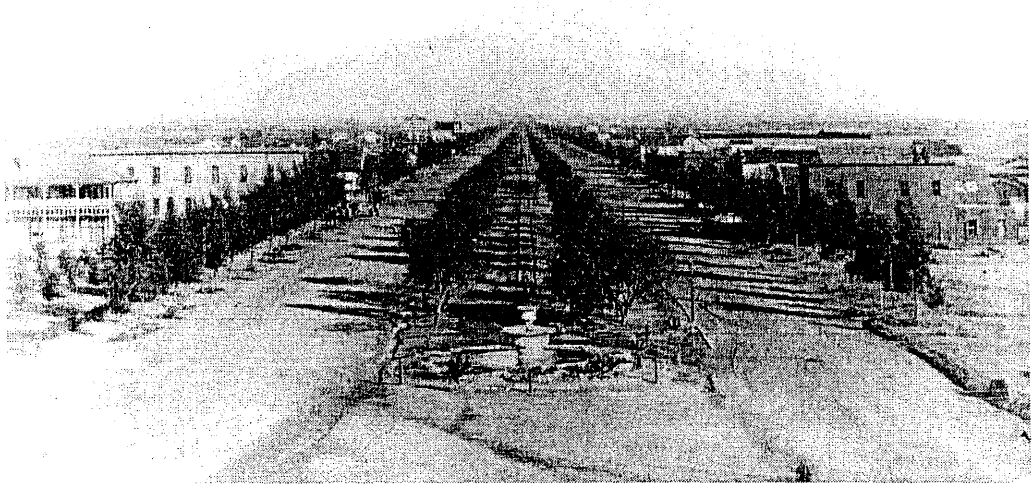
2. **Euclid Avenue - 1890 (bandstand in foreground)**



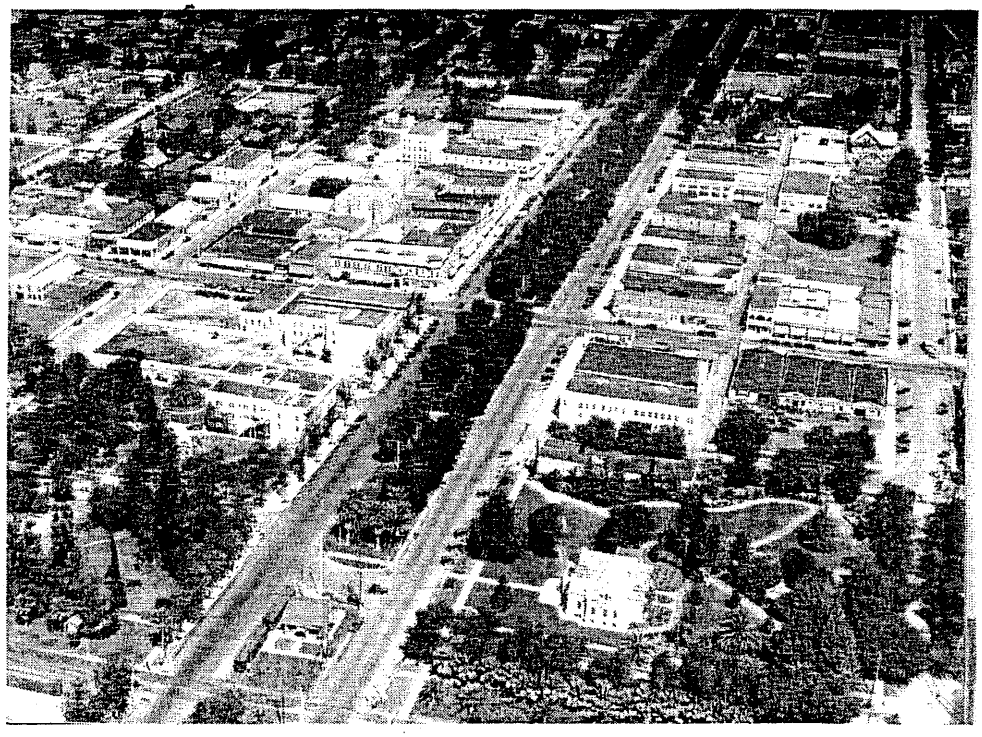
3. Euclid Avenue - 1905 (bandstand in foreground)



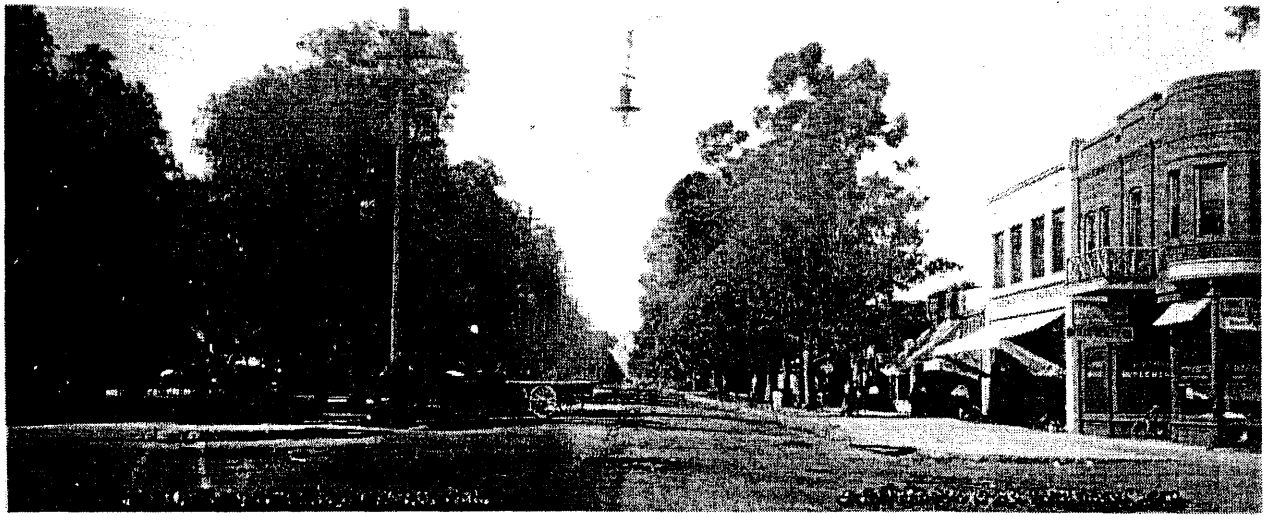
4. Euclid Avenue - 1888 (frankish fountain in foreground)



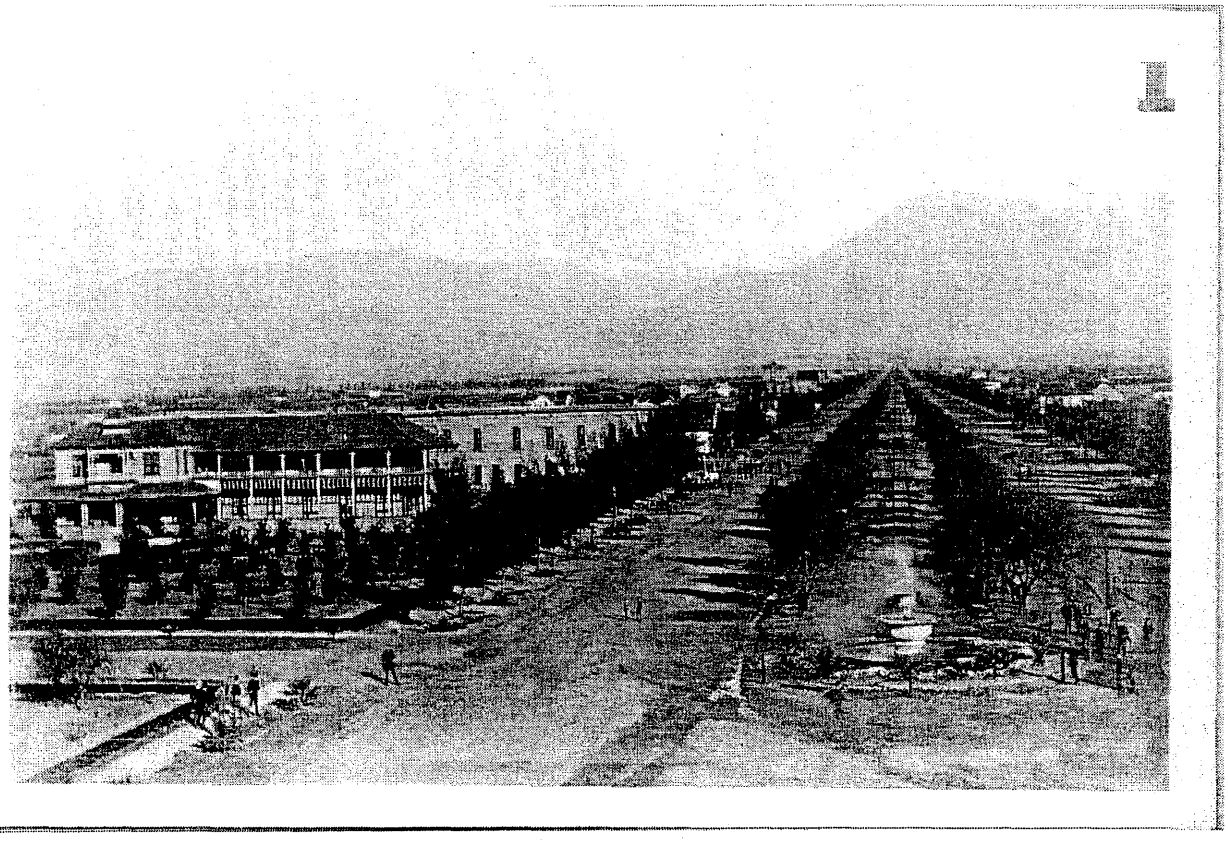
5. Euclid Avenue aerial - 1920



6. Euclid Avenue - looking north from Holt Boulevard



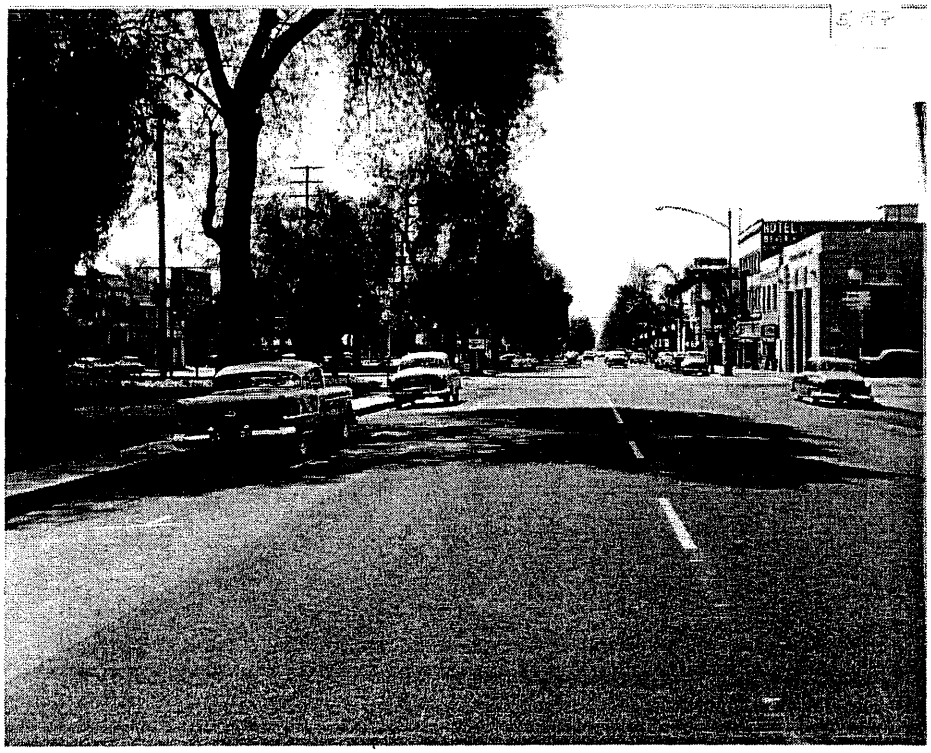
7. Euclid Avenue - 1887



8. Euclid Avenue - Looking North from Holt Boulevard



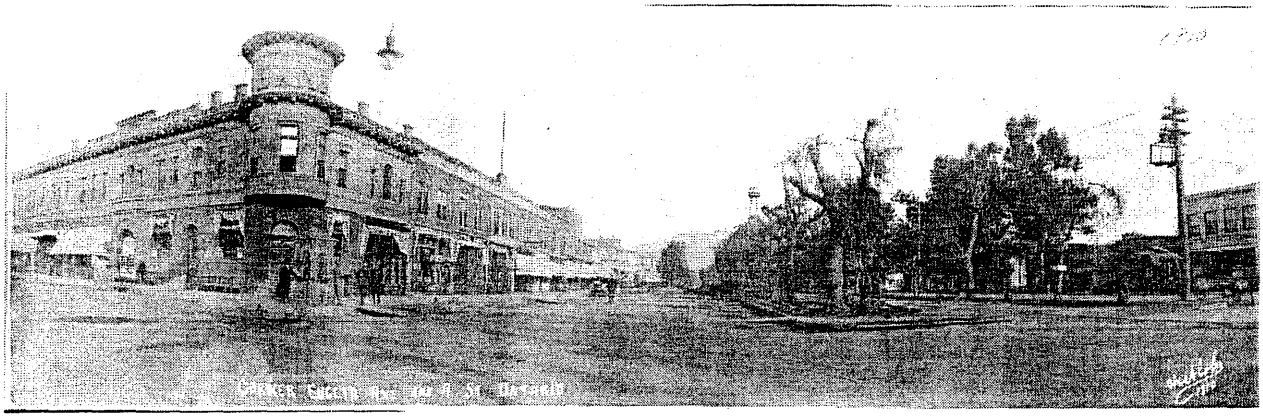
9. Euclid Avenue - Looking South from B Street



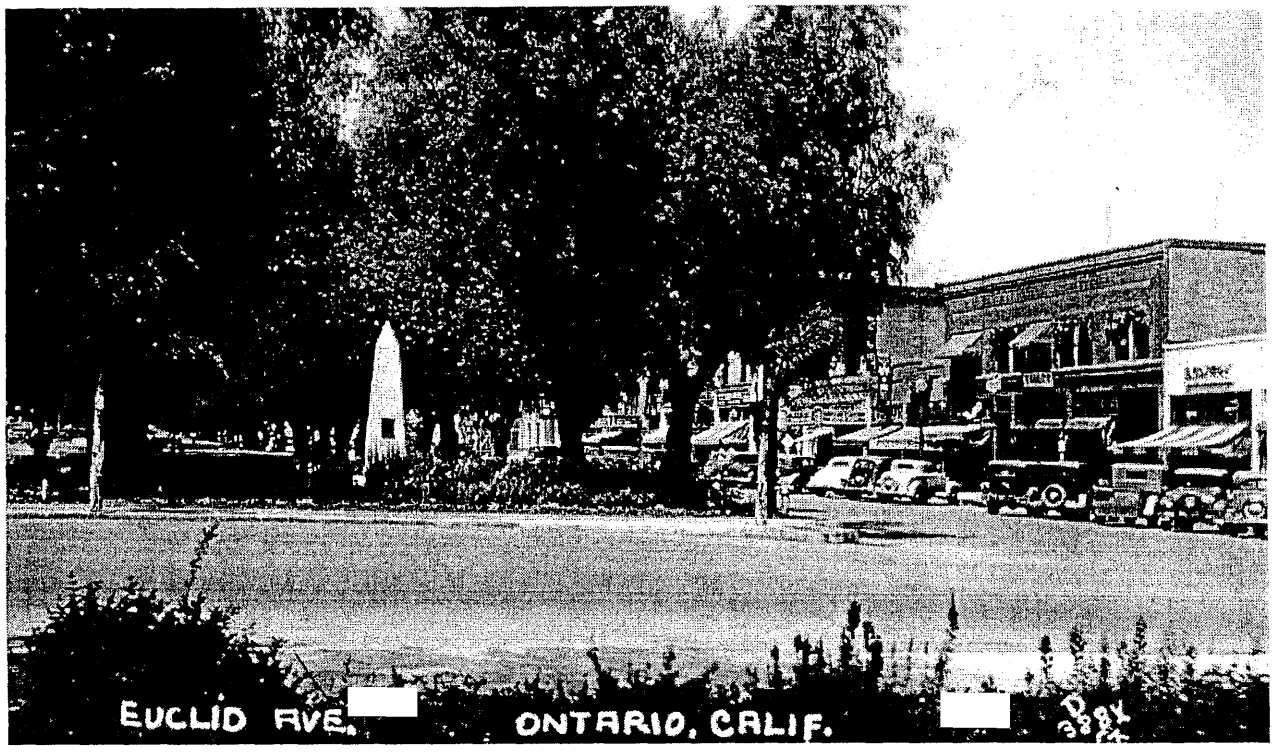
10. Euclid Avenue - Looking North from Holt Boulevard



11. Euclid Avenue - Looking North from Holt Boulevard



12. Euclid Avenue - Veteran Memorial on Euclid Avenueat Holt Boulevard



Historic Photos

Mildura, Australia - All photos taken via the Internet from the State Library of Victoria, Australia

13. Deakin Avenue, Mildura Australia
14. Deakin Avenue, Mildura Australia
15. Deakin Avenue, Mildura Australia
16. Deakin Avenue, Mildura Australia
17. Deakin Avenue, Mildura Australia
18. Deakin Avenue, Mildura Australia
19. Deakin Avenue, Mildura Australia
20. Deakin Avenue, Mildura Australia
21. W.B. Chaffey Memorial Statue, Deakin Avenue, Mildura Australia
22. W.B. Chaffey Memorial Statue, Deakin Avenue, Mildura Australia
23. Chaffey Fountain, Deakin Avenue, Mildura Australia
24. Deakin Avenue, Mildura Australia

13. Deakin Avenue, Mildura Australia



14. Deakin Avenue, Mildura Australia



15. Deakin Avenue, Mildura Australia



16. Deakin Avenue, Mildura Australia



17. Deakin Avenue, Mildura Australia



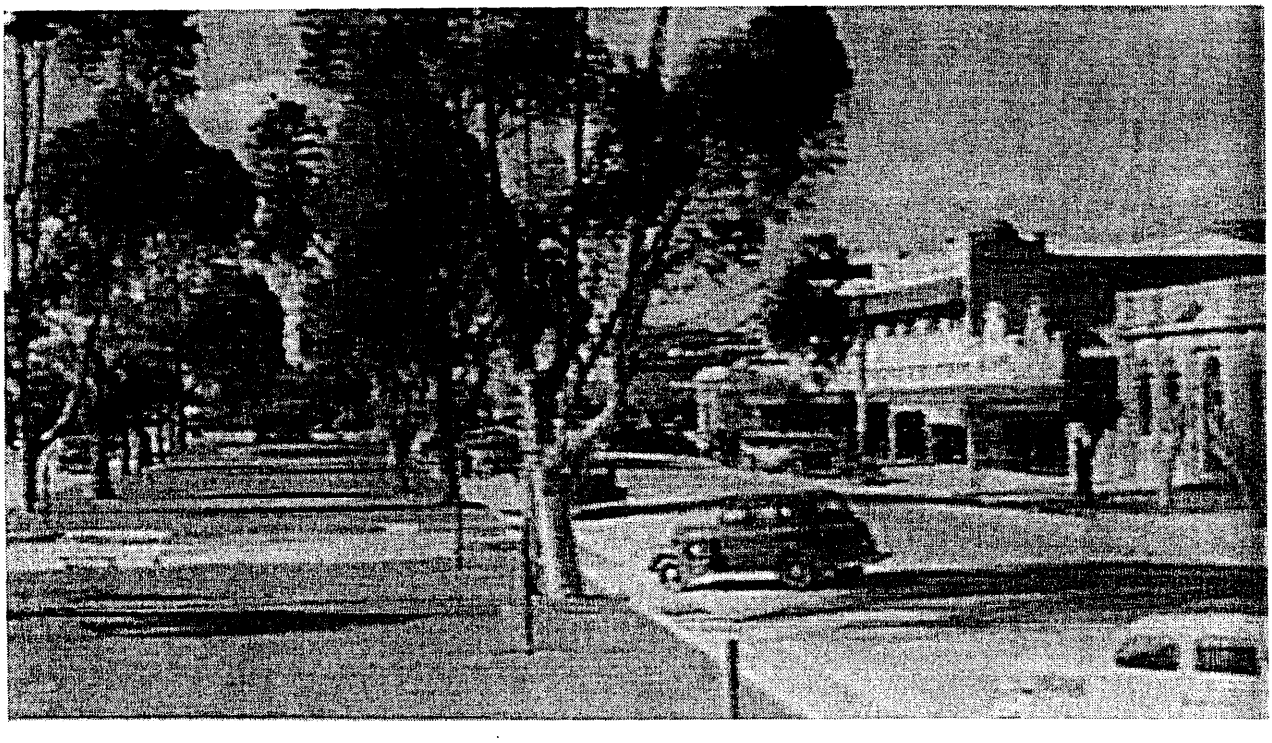
18. Deakin Avenue, Mildura Australia



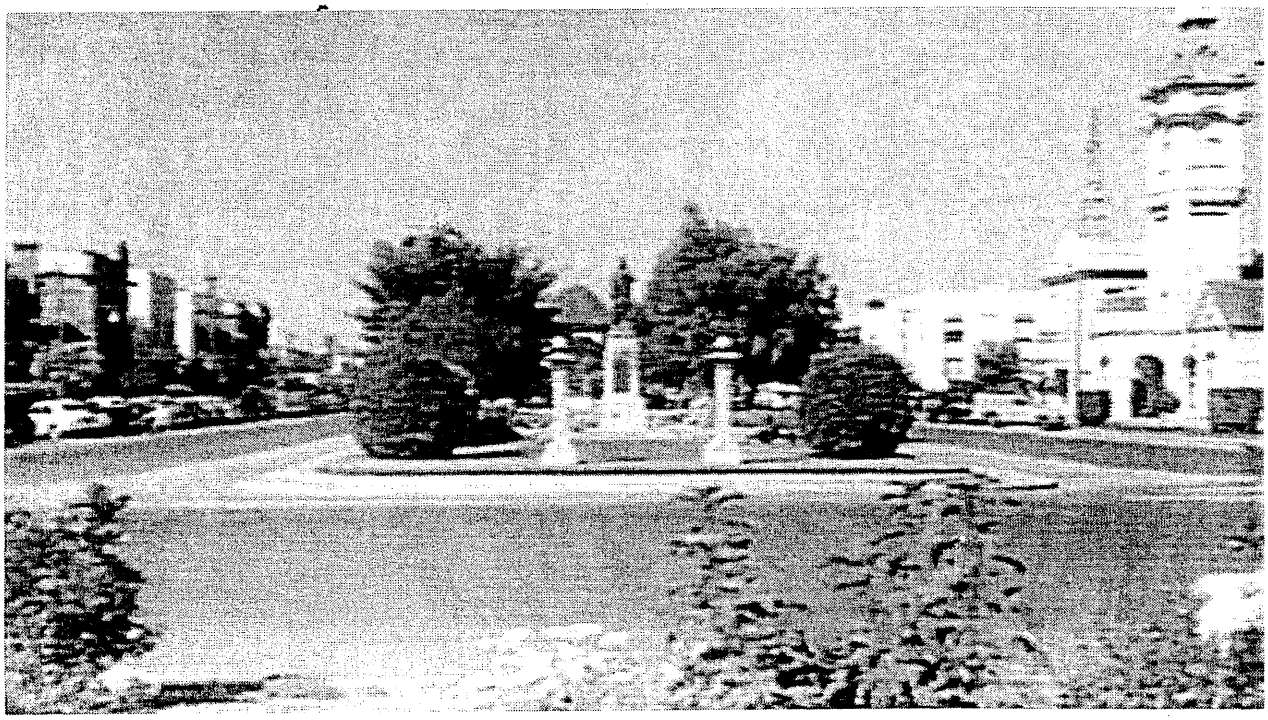
19. Deakin Avenue, Mildura Australia



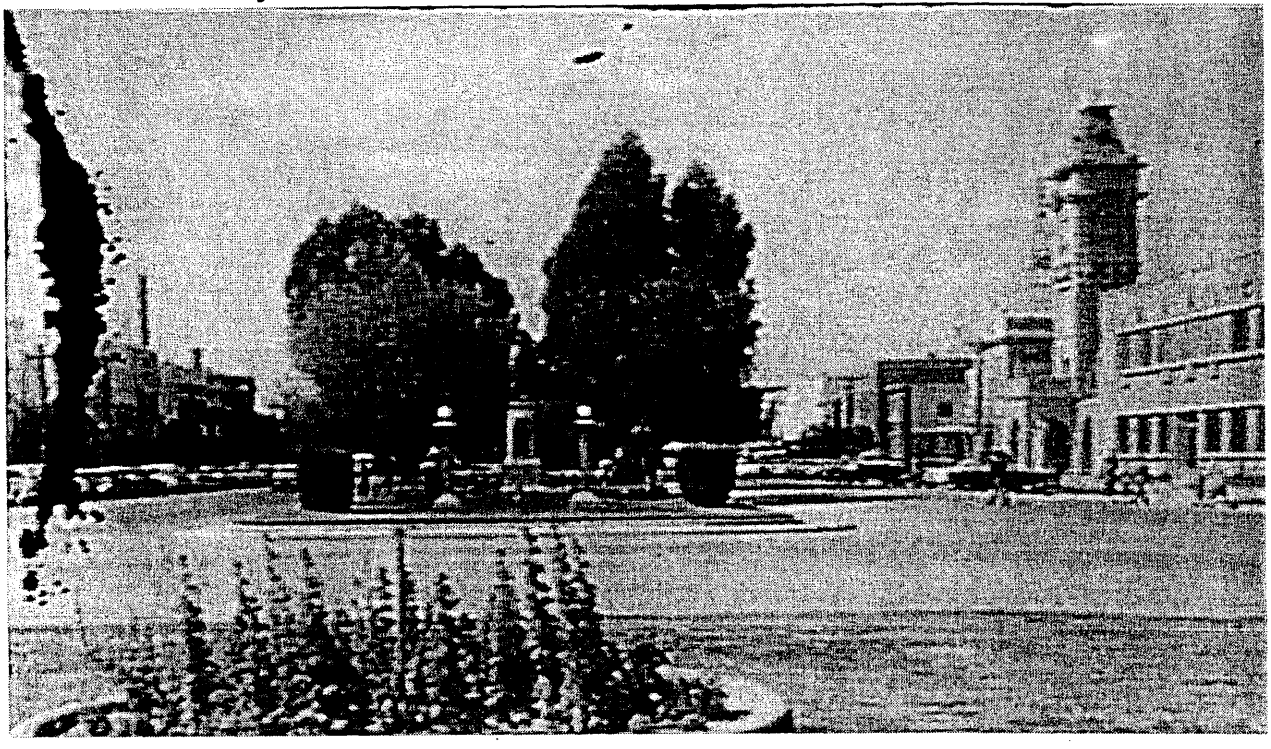
20. Deakin Avenue, Mildura Australia



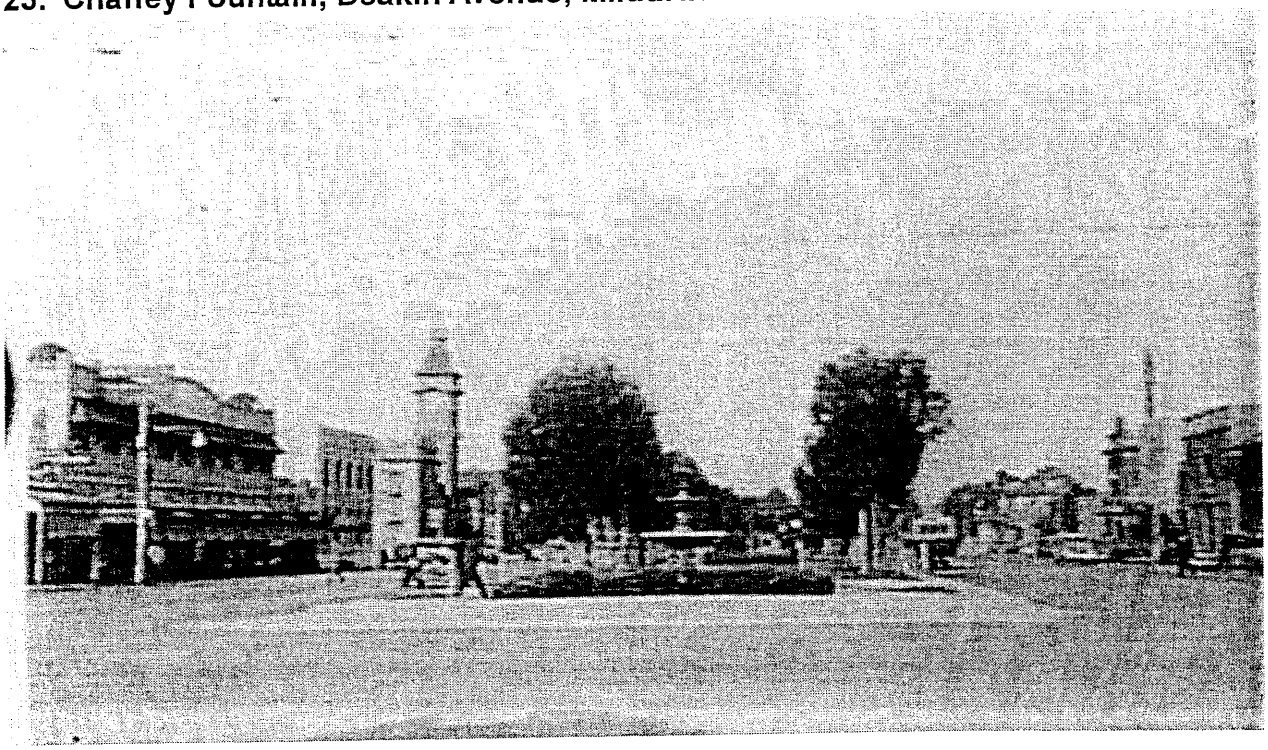
21. W.B. Chaffey Memorial Statue, Deakin Avenue, Mildura Australia



22. W.B. Chaffey Memorial Statue, Deakin Avenue, Mildura Australia



23. Chaffey Fountain, Deakin Avenue, Mildura Australia



24. Deakin Avenue, Mildura Australia



All photos by Jeff Starns, 2003
Location of negatives: Ontario Planning Department, 303 East B Street, Ontario, CA 91764

1. Looking north from Philadelphia Street, Ontario

2. Looking west toward Euclid School,Ontario

3. Looking south toward the Southern Pacific and Union Pacific Railroad Underpass, Ontario

4. Looking east towards the Frankish Fountain and Old City Hall (just north of the Southern Pacific and Union Pacific Railroad Underpass), Ontario

5. Looking north at Holt Boulevard, Ontario

6. Looking north at C Street towards the R. Jack Mercer Community Bandstand, Ontario

7. Looking northwest at C Street towards the Granada Theater, Ontario

8. Looking west at the Gardiner Spring Auditorium, Chaffey High School, Ontario

9. Looking north towards the San Bernardino Freeway from 6th Street, Ontario

10. Looking north from the Burlington Northern Santa Fe Railroad, Upland

11. Looking south from Foothill Boulevard (Route 66), Upland

12. Looking north from Foothill Boulevard (Route 66) toward Madonna of the Trail, Upland

13. Looking north from Foothill Boulevard (Route 66) toward bridal path, Upland

14. Looking west at the Foothill Freeway, Upland

15. Looking south at rock curbs and drainage ditch, Upland

16. Looking north at rock curbs and drainage ditch, Upland

17. Looking south from 24th Street, Upland

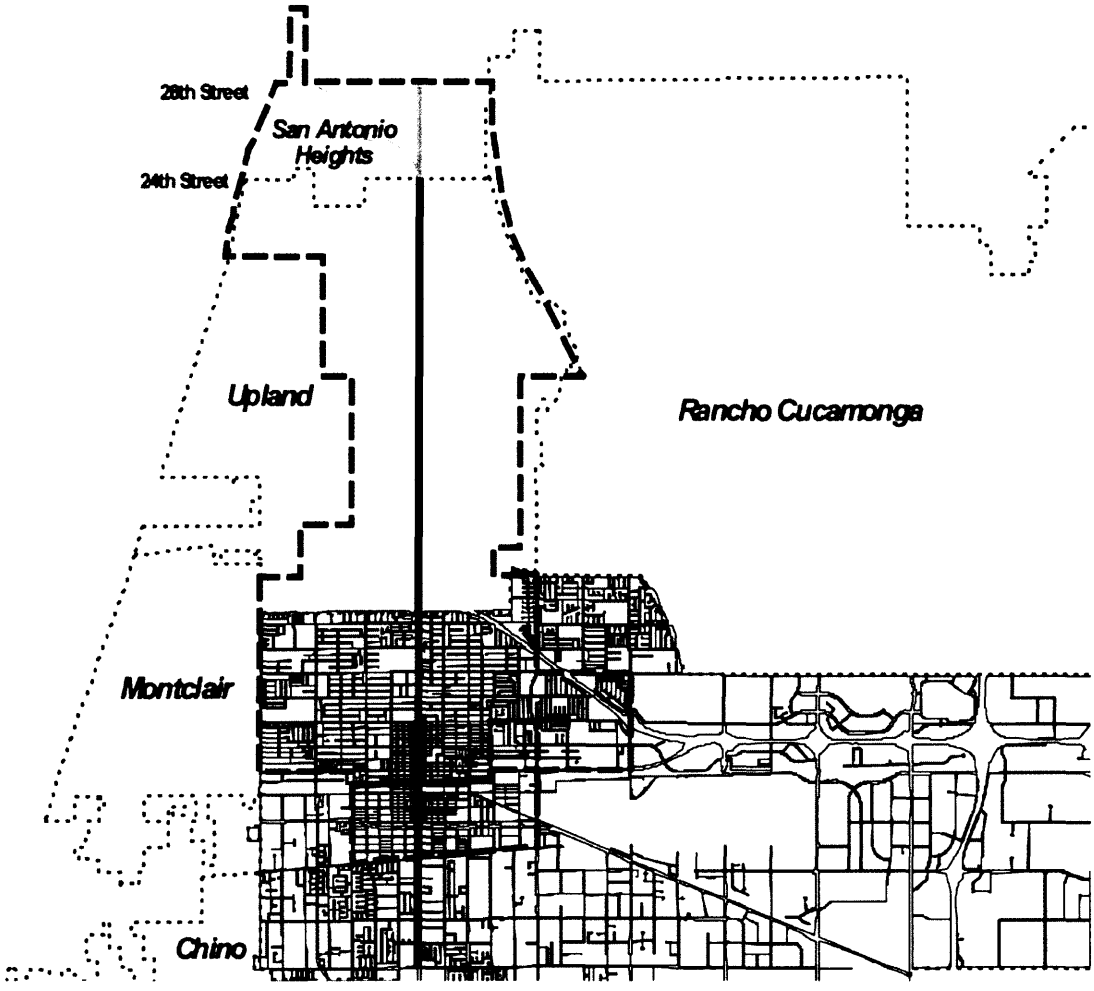
United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Euclid Ave
San Bernardino Co. CA

Section number Page

SKETCH MAP



LEGEND

Euclid Avenue

Gray Section - Portion of Euclid Avenue from 24th Street to 26th Street. Original Plan went to 26th Street, but removed shortly after construction

Red Section - Section constructed by the Chaffey Brothers - 1882

Blue Section - Section constructed by Charles Frankish - 1886

Red Outline - Ontario Irrigation Colony Boundaries - Created by the Chaffey Brothers

Blue Outline - South Side Tract Boundaries - Created by Charles Frankish

Green Outline - Current City Boundaries

EUCLID AVENUE HISTORIC DISTRICT

AERIAL & MAP OF





The Euclid Avenue Historic District contains the portion of the Avenue which is north of G and south of the I-10. All properties which front Euclid Avenue in this portion have been included within the Historic District boundaries.

HISTORY

Euclid Avenue was designed and laid out in 1882 by George & William Chaffey to be the backbone and centerpiece for the "Model Irrigation Colony". The brothers designed the avenue to be a thing of functionality and lasting beauty. Euclid Avenue had provisions for an electric railway, water rights for each landowner, electric lights, and long distance telephone lines, and a local educational institution. All of these components were integral to the growth and development that occurred along the avenue. The avenue was designed to run from San Antonio Heights at the base of the San Gabriel Mountains at the north end of the colony to the southern edge of the colony at the Southern Pacific Railroad tracks. Construction of the avenue began that same year under the Chaffey brother's direct supervision and, by 1884, four miles of the avenue had been graded. The median was landscaped with Palm trees and faster growing Pepper trees. The curbs and streets were made of granite cobblestone. The cobblestone streets have been paved over with asphalt several times over the years and are no longer visible. In 1886, the Chaffey's sold their interest in Ontario to Charles Frankish who then formed the Ontario Land and Improvement Company. Charles Frankish purchased the land south of the Southern Pacific Railroad tracks and continued construction of Euclid Avenue to conform with the Chaffey's plan. By the 1930's, Euclid Avenue had received widespread recognition as being an outstanding example of landscape architecture and was known as "one of the most beautiful boulevards in the world". In 2005, Euclid Avenue and the median, from Philadelphia Street in Ontario to 24th Street in Upland, was listed on the National Register of Historic Places as

EUCLID AVENUE MEDIAN IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES





ORIGINAL ROCK CURB ON EUCLID AVENUE

HISTORY CONTINUED



The Euclid Avenue Historic District is defined by various periods of growth and development that occurred from 1888 through 1965. The first period of development was from 1888-1900 and is referred to as the Period of Settlement. Victorian architecture was popular during this era and there are grand and modest examples of the style along Euclid Avenue. The years 1901-1920 is considered the Period of Solidification. Ontario became established and Craftsman architecture became popularized during this period. The years 1920 through 1930 are the Progressive Era. The Era was a boom time for Southern California as industries related to oil production, citrus, and tourism increased dramatically. Many middle class homes constructed during this period were designed to conjure romantic times and far away places including French Eclectic and Spanish Revival architectural styles. From 1930 to 1936, Depression Era homes were constructed more modestly with smaller scale vernacular bungalows absent of any particular architectural style. The late 1930s, brought about new construction for Chaffey High School through Works Progress Administration (WPA) funding, as well as other civic buildings and infrastructure throughout the City. As population grew, a building surge of new homes occurred, despite a supply shortage and restriction on materials during the war. Known as the Post-War Era, the 1940's saw a decline in new construction and remodeling until about 1944 when industry shifted from war production to post-war production. General Electric and Exchange Orange Products expanded, constructing new buildings and adding new jobs. By 1946, 743 new homes were constructed in the Early Post War Tract, Minimal Traditional, and Ranch architectural styles.

During the 1950s, the City's population swelled to 23,000. $14 million dollars worth of new construction was invested in the City with nearly $11 million being allocated to new housing. During this period of development, zoning made its greatest impact to Euclid Avenue. The downtown began to expand from its center core north to I Street displacing Victorian era single family homes. These homes were either converted to commercial uses, relocated to other parts of the City, or demolished and replaced with mid-century modern buildings and commercial uses.

It was during this period that architectural styles typically used on residential buildings were used on commercial buildings. Within this two block segment of Euclid Avenue are two medical office buildings that have elements of the Ranch and the Early Post-War architectural styles. These single story buildings, which feature low pitch hipped roofs, large windows, and front yard setbacks, are compatible with the residential styles of the area and do not detract from the district.

CHARACTER-DEFINING FEATURES



Euclid Avenue is a 200 foot wide right of way with a 60 foot wide landscape median and 15 foot wide parkways. From G Street to I-10 Freeway, there are three lanes of travel in each direction. Given its size and grandeur, Euclid Avenue is the centerpiece of Ontario from when it was built to the present. The improvements within the right of way are part of what creates the character and framework for the district.

Median



The sixty foot (60') wide center landscape median in Euclid Avenue is heavily landscaped with California Pepper, Deodar Cedar, various Palm trees, turf and beds of Armstrong Roses. The median is edged with rock curb. There are periodic breaks in the median for cross traffic maneuvering. In the mid 2000's, the vehicular break in the median at Princeton Street was eliminated in order to improve safety in front of Chaffey High School.

Street Trees



The most prominent street tree along this portion of Euclid Avenue is the Silk Oak. Mature Silk Oaks line both the east and west sides of Euclid Avenue. Coast Live Oak (on West Fifth Street) and Camphor Trees (on West Fourth Street) also have a significant presence within the district. In total, there are more than three dozen tree varieties within the district. These public trees reinforce the importance and grandeur of Euclid Avenue and the district, as a whole. Special care will need to be taken to ensure these trees are protected given their maturity and number.

Sidewalks



Most of the sidewalks along Euclid Avenue within the Historic District are "scored"—with a square scoring pattern found in many of the older neighborhoods in Ontario. This sidewalk pattern is a unifying feature within the district. When sidewalks within the district need to be repaired or replaced, the scored sidewalk pattern should be replicated.

CHARACTER-DEFINING FEATURES CONTINUED

Curbs

The curb material found in early Ontario historic neighborhoods is indigenous rock. The curbs along Euclid Avenue were originally made of Granite cobblestone and concrete and the gutters were made of cobblestone. The curb and gutter system were designed to act as channels for drainage coming from the local mountain which is a unique method of construction for its time. The majority of original rock curbs within the Euclid Avenue Historic District still exist today with minimal rock curb replacement. However, there are portions of rock curb along Euclid Avenue, predominately located south of G Street, that have been replaced over time as pictured above.



ROCK CURB ON EUCLID AVENUE

Street Lights



This historic district has a variety of street light styles. The original cast iron lampposts were replaced during the mid– 1920s with King Standard lampposts. Overtime, these lights have been replaced by Cobra light fixtures by the City of Ontario and the California Department of Transportation to improve the safety for vehicular traffic along Euclid Avenue which is State Highway Route 83. While these later type of light fixtures may be necessary for safety, the preferred lighting is King Standard, where feasible.

Front Yards Setbacks and Open Space

The front yard open space in the residential area of the historic district, while not within the right of way, is a character-defining feature of the neighborhood. Furthermore curb cuts, driveway widths, fencing (height, material, and location) and landscape features which interfere with open space may detract and alter this character-defining feature.

HISTORIC RESOURCE SUMMARY

Euclid Avenue Historic District contains the properties within it noted to the right. The specific description of each property begins on page 7. In addition to historic buildings, the historic district includes public right of way improvements. The median, street lights, street trees, rock curbs, and streets are considered features which contribute to the significance of the historic district and have been included as two contributors in the table to the right.

PROPERTIES	**102**
Contributors	**75**
Non Contributors	**29**
TOTAL	74%
Designated Local Landmarks to date	**30**



HISTORIC SIGNIFICANCE

The Historic District meets the following designation criteria as contained in Section 9-1.2615 of the City's Development Code:

1. **It is a geographically definable area possessing a concentration of Historical resources or thematically related grouping of structures which contribute to each other and are unified by plan, style, or physical development; and embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values; and**

   The Euclid Avenue Historic District is comprised of properties which front Euclid Avenue from north of G Street to south of I-10 at the Ontario City limit. The historic resources within this district embody distinct residential architectural styles that vary from the Victorian era to the Post War Era. These resources collectively represent the City's pattern of development starting from 1887 through the 1960s.

2. **It reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of a park landscape, site design, or community planning; and**

   As town founders, George and William Chaffey, planned and developed Ontario, Euclid Avenue and the median would be the centerpiece in their design. Not only did Euclid Avenue serve as the main roadway to and from town, it also was utilized as an irrigated pathway for Chaffey's newly irrigated colony.

   The Euclid Avenue Historic District is predominately residential development with single and multi family residences, churches, and a school which embody architectural elements and styles from multiple periods of development, starting as early as the late 1880s and ending in the late 1960s. The shift to commercial buildings and uses between G and I Streets that occurred during the 1950s makes up a "transition area" from downtown commercial to residential that currently exists today. The significance of the district relates to each period of development which is exemplified through the residential architectural styles of the buildings.

4. **It is or the contributing resources are, associated with the lives of persons important to Ontario California, or national history.**

   Early town residents that provided essential services were often considered leaders of the community promoting and contributing to the settlement of the colony. Residents that are considered important to the settlement of Ontario were often early citrus pioneers, bankers, clergy men, teachers, doctors, and business owners. The table below documents provides a list of important people who resided on Euclid Avenue.

EUCLID AVENUE HISTORIC DISTRICT



HISTORIC SIGNIFICANCE (CONTINUED)

George & William Chaffey – City of Ontario founders who established Euclid Avenue

Newman Draper– Founder of Draper Mortuary

Oscar Arnold– President of First National Bank

Jerene Appleby Harnish– Owner of the Daily Report newspaper

W.E. Freemire– Ontario Mayor

Dr. Alois Graettinger– Rancher

James Bradford– Founder of the Avenue Livery Stable

Rev. Richard Gushee– Reverend of the Christ Church

Jay Dewey Harnish- Architect and founder of HMC Architects

Lela McClelland– Chaffey College/High School Art Teacher

Captain J.P. Robertson- Civil war vet and Banker

Charles Latimer– Founder of the San Antonio Orchard Company & City Council Member

Herbert Oakley– Citrus Rancher

Peter Vandenberg– Superintendent of General Electric Flat Iron Plant

Thomas Henry– Rancher

Lewis McCann– Owner of the McCann Hardwood Store

Alfred Davenport– City Council Member (1928-29)

Sanford Ballou– Rancher and owner of Citrus Ford

Clifford Huston– Rancher & Banker

Alex R. Gemmel– Owner and founder of Gemmel's Pharmacy

Charles & Rose Mead– Owner of the Central Drug Store

Judge James Pollock– Justice of the Peace & President of Ontario National Bank

702—706 No. Euclid Ave. & 113 E. G St. Dickens Bungalows 1048-242-06

Style: Tudor Revival

Date Built: 1926 (est.)

Significance: Lloyd Dickens built this complex with central pedestrian courtyard access, a common arrangement for bungalow courts. The buildings are stucco with timbers and hung windows.



Historic Status: Contributor
Eligible for Landmark

712 North Euclid Avenue 1048-242-07

Style: Minimal Traditional

Date Built: 1936 (est.)

Significance: This single family residential building in the Minimal Traditional style has two apparent additions. One at the entrance and one on the south elevation. Although the style is simplistic in nature, these alterations are a compatible design and do not detract from the original construction. The home was converted to offices in 1972.



Historic Status: Contributor

715—727 N. Euclid Ave. & 118, 120, 130,208, 222 W. G St. 1048-271-18 thru 22

Style:

Date Built: 1960 (est.)

Significance: This suburban style shopping center was built over several years including a Vons Market in 1960. The center's design and architecture is typical strip commercial from this time period.



Historic Status: Non-Contributor
Not Eligible

718 North Euclid Avenue — Dr. E.L. Wenger Medical Building — 1048-242-08

Style: Modern Ranch

Date Built: 1945

Significance: This building was built as a medical and dental office for Dr. E.L Wenger in a modern Early Tract style. In 1947, a series of carports and detached storage rooms were added to the rear of the property. Roof-mounted mechanical equipment were added in 1958.

Historic Status: Contributor
Eligible for Landmark



728 North Euclid Avenue — 1048-242-01

Style:

Date Built: 1993

Significance: This two story building was designed and is used for administrative and professional offices.

Historic Status: Non-Contributor
Not Eligible



735 North Euclid Avenue — 1048-271-17

Style: International Modern

Date Built: 1963

Significance: This bank building was built for Citizens National Bank but has been occupied by a number of banks including Crocker Citizens Bank, Wells Fargo and Bank of America. Although this building does not contribute to the significance of the district, it embodies several architectural elements that provide character.

Historic Status: Non-Contributor
Eligible for Landmark



738 North Euclid Avenue — The Current Events Women's Club — 1048-241-34

Style: Craftsman

Date Built: 1911

Significance: This single story Craftsman inspired building was used as the First Christian Science Church until 1922 when it was sold to a local women's club. It was moved to this site in the mid-1930s from West B Street. The Euclid Avenue site was donated by Earl Richardson of Hotpoint Electric Heating Company (GE).

Historic Status: Local Landmark No. 30
Contributor
Designated: June 2, 1998



747 North Euclid Avenue — The Oscar Arnold House — 1048-271-16

Style: Spanish Colonial Revival

Date Built: 1920

Significance: This home was built for Oscar Arnold, President of First National Bank of Ontario. The home has a low-pitched red-tiled hip roof. The stucco exterior is embellished with heavy timbered shutters and lintels around the deeply recessed casement windows and paneled wood front door.

Historic Status: Local Landmark No. 31
Contributor
Designated: June 2, 1998



748-750 North Euclid Avenue — The Bungalow Court — 1048-241-35

Style: Mediterranean Revival

Date Built: 1937

Significance: This bungalow court is one of six still remaining in Ontario. It contains four units with rectangular plans. While the building has been remodeled, it retains many of its original architectural elements such as: stucco siding, tiled gable roofs, tile vigas and chimney pots.

Historic Status: Local Landmark No. 32
Contributor
Designated: June 2, 1998



755 North Euclid Avenue — 1048-271-15

Style:

Date Built: 1957

Significance: This two story structure was built as a Travel Lodge Motel. The building has a flat roof with narrow eaves. It is stucco sided with aluminum slider windows. The screen block wall surrounding the pool was commonly used during this time period.

Historic Status: Non-Contributor
Not Eligible



756 North Euclid Avenue — 1048-241-01

Style:

Date Built: 1953

Significance: This one-story commercial structure has a flat, slightly pitched gable roof and stucco siding. It has contained various medical office, general office and commercial uses since it was built.



Historic Status: Non-Contributor
Not Eligible

802 North Euclid Avenue — The Woodlawn Apartments — 1048-252-41

Style: French Eclectic

Date Built: 1948 (est.)

Significance: This 2 story apartment building has a series of hipped and steeply pitched front facing gables. The building is decorated with quoin accents and a dentil cornice along the roof eaves. It is an excellent example of the French Eclectic Revival style of architecture. It now occupies commercial uses as well as residential.



Historic Status: Local Landmark No. 33
Contributor
Designated: June 2, 1998



805 North Euclid Avenue — 1048-262-18

Style: Googie

Date Built: 1959

Significance: A one story restaurant with a low pitch roofline and gable entry with expansive windows was constructed for a Squires Restaurant for Mr. Ralph Hoyle, Jr.

Historic Status: Non-Contributor
Eligible for Landmark



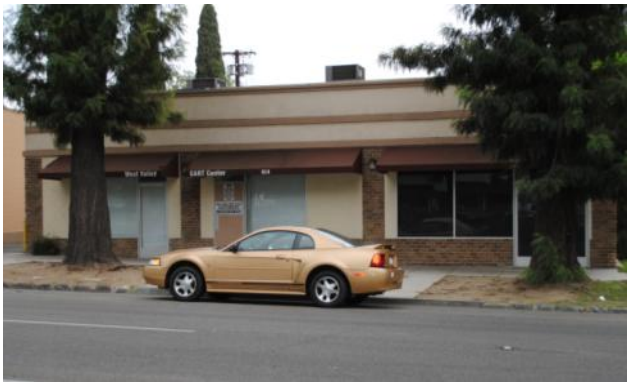
812—816 North Euclid Avenue — 1048-252-42

Style:

Date Built: 1965

Significance: Originally built for office space, this small strip commercial building has transitioned to predominantly retail uses.

Historic Status: Non-Contributor
Not Eligible



813 North Euclid Avenue — The James Bradford House — 1048-262-17

Style: Queen Anne

Date Built: 1892

Significance: This home has a rock foundation, narrow wood siding, fish scale shingles, large front veranda, double hung windows, and decorative posts and brackets. The home was built for James and Barbara Bradford who came to Ontario in 1883. He grew oranges, started the Avenue Livery Stable, and was an agricultural inspector.

Historic Status: Contributor
Nominated for Landmark



822 North Euclid Avenue — 1048-252-01

Style:

Date Built: 1966

Significance: A single story brick office building.



Historic Status: Non-Contributor
Not Eligible

825 North Euclid Avenue — The W.A. Freemire House — 1048-262-32

Style: Craftsman

Date Built: 1909 (est.)

Significance: This 2½ story Craftsman has a front facing gable, horizontal wood siding, a deep shed-roofed porch held up by rock pillars, exposed rafter tails and brackets, and hung windows. The recessed garage is of a similar design. The home was built for W.A. Freemire who was Mayor from 1912-1914.



Historic Status: Contributor
Nominated for Landmark

836 North Euclid Avenue — The William W. Fischer House — 1048-251-47

Style: Craftsman

Date Built: 1915 (est.)

Significance: This Craftsman style two story home has a multi-planed gable roof, large eave overhangs, large front porch, hung windows, and slated attic vents. The home has several features which are not typical for its style such as its siding pattern and the rock and brick porch piers.



Historic Status: Local Landmark No. 34
Contributor
Designated: June 2, 1998



845 North Euclid Avenue — 1048-261-23

Style:

Date Built: 1980

Significance: This is a modern Mediterranean style bank building with stucco, clay tile roof, wrought iron accents, and arched windows. This building was not built during Euclid Avenues period of significance, but does not detract from the district because of the compatible architectural style and front yard setback.

Historic Status: Non-Contributor
Not Eligible



846—848 North Euclid Avenue — 1048-251-52, 53 and 54

Style:

Date Built: 1987

Significance: A modern single story medical office building with Spanish tile mansard roof and colonnade arches. It was built outside the period of significance for this district.

Historic Status: Non-Contributor
Not Eligible



855 North Euclid Avenue — Dr. Kaufman Medical Building — 1048-261-22

Style: Minimal Traditional/Ranch

Date Built: 1956

Significance: An excellent example of a single story Minimal Traditional/Ranch style office building. It has a hipped roof, minimal eave, brick veneer board, stucco, and batten wall cladding, small posts on covered patio, diamond shaped glass on the windows, shutters, and a large brick planter. A small portion of the breezeway was enclosed in 1997 to create a central lobby area.

Historic Status: Contributor
Eligible for Landmark



856 North Euclid Avenue — The Rychman Apartment House — 1048-251-01

Style: Minimal Traditional

Date Built: 1952

Significance: This two story, six-unit apartment house was constructed in 1952 for Mr. and Mrs. Russell Ryckman. It has classical features such as a brick façade, recessed formal entry, hung windows with shutters, and a hexagonal shaped window. The building shape is typical for the time period within which it was built.

Historic Status: Contributor
Eligible for Landmark



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903 North Euclid Avenue — The Earl Voyles House — 1048-043-14

Style: Early Post War Tract

Date Built: 1951

Significance: This single story 4-unit apartment complex has a low pitch hipped roof, stucco walls and a small entry porch, all features which exemplify an Early Post War Tract.

Historic Status: Contributor
Eligible for Landmark



907 North Euclid Avenue — The Captain John P. Robertson House — 1048-043-13

Style: American Foursquare

Date Built: 1896

Significance: This two story home was built by Captain Robertson who was a civil war vet and banker. It has a hipped roof, pedimented central entry with columns, varying widths of horizontal siding, hung windows gable attic eyebrow dormers, and other Victorian era decorative elements.

Historic Status: Local Landmark No. 40
Contributor
Designated: January 19, 1999



917 North Euclid Avenue — 1048-043-12

Style:

Date Built: 1999

Significance: This two story home is a modern adaptation of the homes built during the Victorian and Revival periods with its deep veranda, box shape and hipped roof. Since it was built outside the period of significance of this district, it is a Non-Contributor.

Historic Status: Non-Contributor
Not Eligible



918 North Euclid Avenue — First United Methodist Church — 1048-072-01

Style: Gothic Revival

Date Built: 1951—1956

Significance: The, First United Methodist Church is the first church in Ontario, founded in 1884. The first church building was built at the northwest corner of Euclid Ave. and G St. This is the church's third facility constructed between 1951 and 1956.

Historic Status: Contributor
Nominated for Landmark



923 North Euclid Avenue — 1048-043-11

Style:

Date Built: 1999

Significance: This two story home is a modern adaptation of a Queen Anne with its deep veranda and wrap-around porch, tower, horizontal siding and fishscale shingles and hung windows. Since it was built outside the period of significance of this district, it is a Non-Contributor.

Historic Status: Non-Contributor
Not Eligible



936 North Euclid Avenue — The Town House — 1048-071-50

Style: Minimal Traditional

Date Built: 1938-39

Significance: This 5 unit apartment was built by Jerene Appleby Harnish, owner of the Daily Report and wife of the building's architect, Jay Dewey Harnish. The building is simple in design with a stucco exterior on the first floor and horizontal siding above.

Historic Status: Local Landmark No. 41
Contributor
Designated: January 19, 1999



938—940 North Euclid Avenue — The Hollingsworth Apartments — 1048-071-51

Style: Minimal Traditional

Date Built: 1941

Significance: This two-story wood frame and stucco apartment house has two front facing gable dormers. The windows are double-hung and there is a bay window on the ground floor. This building represents some of the earliest modern apartment houses in Ontario.

Historic Status: Local Landmark No. 42
Contributor
Designated: January 19, 1999



939 North Euclid Avenue — The James E. Douglas House — 1048-043-10

Style: American Foursquare

Date Built: 1890's (est.)

Significance: This simple two-and-a-half story home has a box shape, is wood sided, has a low-pitch hip roof with a deep overhang and large shed-roofed dormers. It appears that what may have been a front porch has been enclosed.

Historic Status: Local Landmark No. 43
Contributor
Designated: January 19, 1999





942 North Euclid Avenue — The Newman E. Draper House — 1048-071-52

Style: Mediterranean Revival Bungalow

Date Built: 1928

Significance: This single story residence has a red tile hip roof with little or no overhang. The façade is stucco or smooth plaster. Decorative vents and simply arched window are located at the front facing gable.



Historic Status: Local Landmark No. 44
Contributor
Designated: January 19, 1999

944 North Euclid Avenue — The Clayton C. Dyke House — 1048-071-53

Style: Mediterranean Revival Bungalow

Date Built: 1926

Significance: This single story home has a red tile hip roof, a plaster finish and decorative clay vents on the front facing gable. The home has a recessed arched porch and multi-pane windows. Clayton Dyke occupied the home from 1926—1954.



Historic Status: Local Landmark No. 45
Contributor
Designated: January 19, 1999

945 North Euclid Avenue — The Charles Latimer House — 1048-043-09

Style: Craftsman

Date Built: 1909-1910

Significance: This home has heavy timbering, square butt shingle siding, multi-paned windows, a large wood door, two side-facing gables, and heavy exposed beams supporting the roof. The home includes large porches and balconies. Charles Latimer was a member of the Ontario City Council during the 1920s and was proprietor of the San Antonio Orchard Company.



Historic Status: Local Landmark No. 46
Contributor
Designated: January 19, 1999

951 North Euclid Avenue — Judge James R. Pollock House — 1048-043-08

Style: American Foursquare

Date Built: 1898 (est.)

Significance: This home was built for Judge Pollock who was a Justice of the Peace and Pres. of Ontario National Bank. It has the classic box shape but with a front facing gable. The home has wood horizontal siding, hung windows, and a porch with Doric columns and turned spindle balustrade.

Historic Status: Local Landmark No. 47
Contributor
Designated: January 19, 1999



956 North Euclid Avenue — The Leo J. Lucas House — 1048-071-01

Style: Mediterranean Revival Bungalow

Date Built: 1924

Significance: This single story residence has a courtyard entry, red tile hip roof, two front facing gables with little or no overhang, multi-pane windows, and decorative clay vents. The façade is smooth plaster. Leo and Mary Lucas resided in the from 1924—1970.

Historic Status: Local Landmark No, 48
Contributor
Designated: January 19, 1999



957 North Euclid Avenue — The Miss Mary Pollock House — 1048-043-07

Style: American Foursquare

Date Built: 1901

Significance: This home was built for Judge Pollock's mother and sister Mary. The home has the classic box shape with horizontal siding and a central attic dormer on a hipped roof. The covered front porch has been enclosed.

Historic Status: Local Landmark No. 49
Contributor
Designated: January 19, 1999





1003 North Euclid Avenue — The A.J. Linkey House No.2 — 1048-052-11

Style: Minimal Traditional

Date Built: 1946

Significance: This Minimal Traditional style single story home has a front facing gable roof, stucco siding, a bay window and a colonial style porch column. Although the windows have been replaced and the chimney has been painted these alterations do not detract from the building's character.

Historic Status: Contributor



1004 North Euclid Avenue — The Charles E. Mead House — 1048-062-21

Style: Craftsman Bungalow

Date Built: 1922

Significance: This home was built by Campbell Construction for a cost of $7,250.00 for Charles & Rose Mead, owners of the Central Drug Store. This cross gable roof with lattice work, shingle siding, exposed rafter tails, multi-paned windows and natural stone porch columns.

Historic Status: Local Landmark No. 50
Contributor
Designated: January 19, 1999



1007 North Euclid Avenue — The Herbert C. Oakley House — 1048-052-10

Style: Stick

Date Built: 1887

Significance: The Stick style residence was constructed in 1887 for Herbert C. Oakley, a local fruit grower. The home has a steeply pitched intersecting gable roof, large overhanging eaves, wood siding with stick-work and hung style windows.

Historic Status: Local landmark No. 51
Contributor
Designated: January 19, 1999



1012 North Euclid Avenue — The Charles I. McGready House — 1048-062-24

Style: Colonial Revival

Date Built: 1922

Significance: This Colonial Revival Bungalow was built in 1922 by Charles McGready for a sum of $5,000. The house has a simple symmetrical design and a gabled front porch with Colonial Columns.

Historic Status: Local Landmark No. 52
Contributor
Designated: January 19, 1999



1019 North Euclid Avenue — 1048-052-09

Style: Minimal Traditional

Date Built: 1940

Significance: This home has a cross gable roof, multi-paned windows and wood and stone siding constructed for Donald Thompson. In 1990, a permit was issued to reroof the house with tile replacing the wood shingle. The stone on the building was most likely an alteration as it is not typical material used during this era.

Historic Status: Non-Contributor
Not Eligible



1022 North Euclid Avenue — The Alex R. Gemmel House — 1048-062-01

Style: Craftsman/Colonial Revival mix

Date Built: 1924

Significance: This two-story home appears to be a mix of Colonial Revival and Craftsman styles with a hipped roof with exposed rafter tails, tall and narrow multi-paned windows and an arched entry door. The home was built for Mr. Gemmel a local Drug Store owner.

Historic Status: Local Landmark No. 53
Contributor
Designated: January 19, 1999



1029 North Euclid Avenue Dr. Earl Wenger Apartment House 1048-052-08

Style: International/Modern

Date Built: 1950

Significance: This style of architecture is very simple and unadorned. The character defining features of this style of architecture are the metal frame windows, with no trim, extensive use of glass, flat roof and plaster walls.

Historic Status: Contributor
Eligible for Landmark



1031 North Euclid Avenue 1048-052-27

Style:

Date Built: 1990

Significance: This is infill construction that was designed to fit in with the grand homes along Euclid Avenue. It has elements of the Queen Anne style of architecture, such as the octagonal towers and wood siding.

Historic status: Non-Contributor
Not Eliglbe



1036-1044 N. Euclid Ave. & 103-119 E. Rosewood Ct. 1048-061-21 thru 32

Style:

Date Built: 1981

Significance: This is a an infill condominium complex that was designed after the Tudor style of architecture. The features that define this style are the Half timber details mixed with stucco and the multi-paned windows.

Historic Status: Non-Contributor
Not Eligible





1043-1047 N. Euclid Ave. Bungalow Court 1048-052-06

Style: Mediterranean Revival

Date Built: 1937

Significance: This is bungalow court faces on to a common center court. The buildings have tiled gable roofs, stucco walls, tile vigas, and clay tile roofs. Each bungalow has a large tapered stucco chimney.

Historic Status: Local Landmark No. 54
Contributor
Designated: January 19, 1999



1049 North Euclid Avenue The Alfred L. Davenport House 1048-052-05

Style: French Eclectic Revival

Date Built: 1921

Significance: This house was built in 1921 by Alfred L. Davenport for a cost of $4,500.00. Mr. Davenport served on the Ontario City Council in 1928-1929. The features that define the style are the large centered chimney, multi-paned windows, stucco walls, and wavy roof.

Historic Status: Local Landmark No. 55
Contributor
Designated: January 19, 1999



1055 North Euclid Avenue The Richard J. George House 1048-052-04

Style: Craftsman Bungalow

Date Built: 1923

Significance: This house is was constructed using native creek-stone. The home has a front facing gable roof with lattice-work, exposed rafter tails and stone porch piers. The house was constructed for a cost of $4,000.

Historic Status: Local Landmark No. 56
Contributor
Designated: January 19, 1999



1056 North Euclid Avenue — The Atchley Apartments — 1048-061-01

Style: Monterey Revival

Date Built: 1924

Significance: This multi-tenant residential complex is one of Ontario's finest examples of Monterey Revival architecture. This style is a cross between the adobe architecture of the Mission Revival mixed with Colonial elements. It has stucco siding with a second story porch which is typical of this style. It was built by William Atchley.

Historic Status: Local landmark No. 57
Contributor
Designated: January 19, 1999



1102 North Euclid Avenue — The Edward A. Rommel House — 1047-542-01

Style: Pueblo Revival

Date Built: 1925 est.

Significance: This house was constructed for Edward A. Rommel and was designed by Eugene Moore. It was considered to be a very modern home at the time of construction, with a dishwasher and indirect lighting. It has stucco siding, a flat roof and an arched entryway.

Historic Status: Contributor
Nominated for Landmark



1106 North Euclid Avenue — 1047-542-02

Style: Vacant Lot

Date Built: NA

Significance: The lot is currently used as part of the yard for 1108 North Euclid Avenue.

Historic Status: Non-Contributor
Not Eligible



1108 North Euclid Avenue — The Homer Berger House — 1047-542-03

Style: Craftsman

Date Built: 1915

Significance: This home was constructed in 1915 for Homer Berger for a cost of $4,000.00. The home has shingle siding, a shed-roof dormer, a brick porch, mutli-paned, casement style windows, exposed rafter tails, and a leaded glass front door.

Historic Status: Contributor
Nominated for Landmark



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1112 North Euclid Avenue — The Harold Latimer House — 1047-542-04

Style: Italianate

Date Built: 1919 est.

Significance: Harold Latimer purchased this home in 1924 and it remained in their family until 1975. The home has stucco siding, a flat roof with wide overhanging eaves, decorative paired brackets under the eaves, and hung style windows with panes on the top portion.

Historic Status: Contributor
Nominated for Landmark



1118 North Euclid Avenue — The Godsave House — 1047-541-01

Style: Italianate

Date Built: 1920 est.

Significance: This house was constructed for Nolan and Julia Godsave. He was a cabinet maker and owned a planing mill on Sultana. The defining features are the low pitched hipped roof, stucco siding, balustraded balcony, large overhanging eaves, and tall multi-paned windows.

Historic Status: Contributor
Nominated for Landmark



1120 North Euclid Avenue — The Lewis McCann- Euclid House — 1047-541-02



Style: Prairie

Date Built: 1919

Significance: County and permit records indicate that this house was moved from 603 N. Euclid Ave. in 1957. The home was constructed by Lewis McCann. The Prairie style of architecture is characterized by a large overhanging, low pitched, hipped roof, a large porch and a banding window pattern.

Historic Status: Contributor
Nominated for Landmark

1122 North Euclid Avenue — The Charles B. Ford House — 1047-541-03



Style: Colonial Revival

Date Built: 1922 est.

Significance: Campbell construction built this two story Colonial Revival for Charles B. Ford in 1919. This home is an excellent example of Colonial Revival architecture with the gabled roof, symmetrical façade with clapboard siding, and small centered porch with simple columns.

Historic Status: Contributor
Nominated for Landmark

1124 North Euclid Avenue — The Graettinger House — 1047-541-04



Style: French Eclectic Revival

Date Built: 1922 est.

Significance: This home was constructed for Dr. Alois & Mary Graettinger at a cost of $8,000. They had extensive orange and olive groves and owned a large amount of property on the east side of town. The home features a steeply pitched gabled roof, stucco walls, and multi paned windows.

Historic Status: Contributor
Nominated for Landmark

1208 North Euclid Avenue — The Sanford Ballou House — 1047-531-01

Style: French Eclectic

Date Built: 1925 Est.

Significance: The home was designed by architect Randall Duell. It has a hipped roof, stucco siding, tall multi-paned windows, casement windows with shutters, and corner quoins. It was built for Sanford Ballou, a rancher and owner of Citrus Ford who was the son of Benton Ballou (of Hofer Ranch).

Historic Status: Contributor
Nominated for Landmark



1214 North Euclid Avenue — 1047-531-02

Style:

Date Built: 2001

Significance: This structure was built in the NeoClassical Revival style in order to fit with the historical character of the neighborhood. It has a hipped roof, a colonnade porch with unfluted columns, boxed eaves, and multi paned windows.

Historic Status: Non-Contributor
Not Eligible



1222 North Euclid Avenue — 1047-531-03

Style:

Date Built: 1977 est.

Significance: This single story home has a cross gable roof, horizontal wood siding with brick accent and shutters on the windows. It was built outside the period of significance for Euclid Avenue.

Historic Status: Non-Contributor
Not Eligible



1230 North Euclid Avenue — The Reverend Gushee house — 1047-531-04

Style: Tudor Revival

Date Built: 1937

Significance: This modest home was built for Reverend Richard H. Gushee, of Christ Church in Ontario. Arthur C. Munson, a well-known Los Angeles based architect, designed the home. The steeply pitched gabled roof, brick walls mixed with stucco, and multi paned windows are typical features.

Historic Status: Contributor



1232 North Euclid Avenue — The Cliff Huston House — 1047-531-05

Style: Spanish Revival

Date Built: 1929

Significance: This home was constructed in 1929 for Cliff Huston, a manager of a bank in Fontana. The home has a smooth plaster finish, with a low pitched gabled red clay roof, recessed arched windows on the ground floor and hung windows on the second floor, a recessed entryway.

Historic Status: Local Landmark No. 89
Contributor



1236 North Euclid Avenue — The J.B. Southwell House — 1047-531-06

Style: French Eclectic Revival

Date Built: 1931 est.

Significance: This revival period home was built for J.B. Southwell. It has a steeply pitched gabled roof, stucco siding, a gabled entry with a recessed door and brick trim, and multi-paned casement windows with Tuscan Order pilasters.

Historic Status: Contributor
Nominated for Landmark





1240 North Euclid Avenue The Peter H. Vandenberg House 1047-531-07

Style: Monterey Revival

Date Built: 1926 est.

Significance: Constructed for Peter & Sadie Vandenberg, Superintendent of the G.E. Flatiron plant for a cost of $6,000, this house style is a cross between Mission and Colonial architecture. It is characterized by whitewashed adobe walls, exposed rafter tails, shutters, and a second story porch.

Historic Status: Contributor
Local Landmark No. 73
Designated: September 16, 2003



1244 North Euclid Avenue The Frank Higgins House 1047-531-08

Style: Pueblo/Spanish Revival

Date Built: 1924 est.

Significance: This home was constructed in 1924 for Frank Higgins. The home is characterized by the flat roof behind Spanish-tile parapets, recess arched windows, and the use of decorative ironwork on the windows.

Historic Status: Contributor
Nominated for Landmark



1245 N. Euclid Ave. 1047-551-01, 02, 561-01, 02, 571-49-51, & 581-01,02

Style: Mission Revival

Date Built: 1930

Significance: Chaffey High School was the original site of Chaffey College which was established in 1885. The original buildings were replaced in the 1930,s as part of the Federal W.P.A. Program. The buildings are outstanding examples of Mission Revival architecture.

Historic Status: Local Landmark No. 58
Contributor
Designated: January 19, 1999



1258 North Euclid Avenue The Miss Lela McClelland House 1047-531-09

Style: Spanish Colonial Revival

Date Built: 1931

Significance: Lela McClelland, Art teacher at Chaffey High and College, had the house constructed for a cost of $10,000. Stewart and Mary McClelland were the first residents of the home, her parents. The home has stucco siding, multi-paned casement windows, a second story terrace, and a low pitched Spanish tile roof and exposed eaves.

Historic Status: Contributor
Nominated for Landmark



1305 North Euclid Avenue 1047-332-15

Style: Modern

Date Built: 1967

Significance: This simple unadorned church was built in 1967 by Stark Construction for the First Baptist Church. The is was the second building constructed for the church on site. The first building was demolished in 1965.

Historic Status: Non- Contributor
Eligible for Landmark



1310 North Euclid Avenue The Clarence C. Peabody House 1047-361-16

Style: American Foursquare

Date Built: 1912

Significance: Building records indicate this home was constructed for Clarence and Clara Peabody for a cost of $2,250. The home features a box shape, low hipped roof with a deep overhang, single hung windows with leaded glass transoms, wood siding, and Doric porch columns.

Historic Status: Local Landmark No. 59
Contributor
Designated: January 19, 1999





1313 (1305) North Euclid Avenue — The Henry House — 1047-332-15

Style: Craftsman Bungalow

Date Built: 1921

Significance: This home was designed by Eugene Moore and constructed for Thomas and Kathryn Henry. Mr. Henry was a local rancher. The roof has two front facing gables and one side facing gable that shelters a wrap-around porch. The house has shiplap siding and stucco on the porch

Historic Status: Contributor
Nominated for Landmark



1316 North Euclid Avenue — The Wilson House — 1047-361-17

Style: Craftsman Bungalow

Date Built: 1912

Significance: This modest Craftsman style home has a combination of shiplap and shingle siding. It has a rock foundation, hung style windows, two front facing gables and a shed roof that was added later.

Historic Status: Local landmark No. 60
Contributor
Designated: January 19, 1999



1322 North Euclid Avenue — The Clara Peabody House — 1047-361-18

Style: Craftsman Bungalow

Date Built: 1913

Significance: The home has a simple roof form with one wide facing gable sheltering a porch and a small front facing shed dormer. There is a pergola at the left end of the porch and tapered columns, the house has a combination of shiplap siding and shingles with hung style windows.

Historic Status: Local landmark No.61
Contributor
Designated: January 19, 1999



1327 North Euclid Avenue — The Andrew J. Linkey House — 1047-332-16

Style: Craftsman Bungalow

Date Built: 1922

Significance: Constructed for Andrew Linkey, this home is a great example of Craftsman era design using native river rock giving the appearance that the home grew from the earth, a key design principle of this style. It also has a broad roof with a low shed dormer, shiplap siding tapered columns and hung style windows.

Historic Status: Local Landmark No. 62
Contributor
Designated: January 19, 1999



JUNE 4, 2013

1333 North Euclid Avenue — The G.P. Von Stein House — 1047-332-12

Style: Colonial Revival Bungalow

Date Built: 1923

Significance: This Colonial Revival Bungalow style of architecture was adapted as a variation of the bungalow and was popular during the 1920's. It is characterized by a symmetrical façade, a small centered porch with a projecting pediment and simple porch columns.

Historic Status: Contributor
Eligible for Landmark



1334 North Euclid Avenue — The Les Boyd House — 1047-361-19

Style: California Ranch

Date Built: 1949

Significance: This home has a low pitched gabled roof, stucco and clapboard siding, brick chimney, hung style windows, and a minimal porch.



Historic Status: Contributor
Eligible for Landmark

1339 North Euclid Avenue — The C.A Means House — 1047-332-11

Style: Early Post War Tract

Date Built: 1948

Significance: The features of the Post-War Tract style of architecture are the Stucco siding, low-pitched hipped roof, small porch, single story, aluminum framed windows, and a diamond shaped accent window.

Historic Status: Contributor
Eligible fro Landmark



1341 North Euclid Avenue — The John D. Paschke House — 1047-331-03

Style: French Eclectic Revival

Date Built: 1923

Significance: This home has steeply pitched front facing gable roofs of equal size, symmetrical to the front entry. The front entry is distinguished by an eyebrow detail in the roof. There is also a shed dormer over the entry. The windows are tall, multi-paned casement style which is typical of this style of architecture.

Historic Status: Local Landmark No. 63
Contributor
Designated: January 19, 1999



1342 North Euclid Avenue — 1047-361-20

Style: Early Post War tract

Date Built: 1946

Significance: This single story home has a hipped roof and stucco finish. It does not contribute to the districts significance due to extensive alterations and additions. This single family residence was originally constructed as two separate dwelling units .

Historic Status: Non-Contributor
Not Eligible



1352 North Euclid Avenue — The Eugene Bello House — 1047-351-12

Style: Early Post War Tract

Date Built: 1953

Significance: This single story home has a low pitched roof, stucco exterior and aluminum slider windows commonly found in this home style.

Historic Status: Contributor



1355 North Euclid Avenue — Mr. &Mrs. Everett Henry House — 1047-331-02

Style: California Ranch

Date Built: 1963

Significance: This single story home has a low pitched roof, brick exterior and aluminum slider windows commonly found in this home style.

Historic Status: Contributor
Eligible for Landmark



1360 North Euclid Avenue — The Bello House — 1047-351-13

Style: Early Post War Tract

Date Built: 1955

Significance: This single story home has a low pitched roof, stucco exterior, a large brick chimney, recessed entry, and aluminum slider windows commonly found in this home style. The two windows on the primary façade have been replaced with vinyl grid patterned sliders.

Historic Status: Contributor



1361 North Euclid Avenue — The C.W. Bloom House — 1047-331-01

Style: Minimal Traditional

Date Built: 1947

Significance: This single story home has architectural features, such as the roof projection, a steeply pitched front facing gable, as large bay window, that are heavily influenced by period revival styles. It also has features and materials that were commonly used during the 1940s such as simple eaves and stucco siding.

Historic Status: Contributor
Eligible for Landmark



1404 North Euclid Avenue — 1047-351-14

Style:

Date Built: 2007

Significance: This modern home was designed to fit in with the grand homes along Euclid Avenue. It has a Spanish tile hipped roof with stucco siding and an arched entryway and arched windows. The home was built outside the period of significance for Euclid Avenue.

Historic Status: Non-Contributor
Not Eligible



1405 North Euclid Avenue — 1047-344-09

Style:

Date Built: 1989

Significance: This two story home has a prominent front facing garage, tile roof, and stucco exterior. This home was not built during the district's period of significance.

Historic Status: Non-Contributor
Not Eligible



1414 North Euclid Avenue — The Lloyd Pack House — 1047-351-15

Style: Early Post War Tract

Date Built: 1945

Significance: This single story home has a series of low pitched hipped roof angles, stucco finish, brick base, and wood framed windows . There is a three-part bay window on the primary elevation. The second three-part window on the primary façade was removed and replaced in 1945. The alteration is compatible.

Historic Status: Contributor
Eligible fro Landmark



1415 North Euclid Avenue — The D. Galleano House — 1047-344-07

Style: Minimal Traditional

Date Built: 1947

Significance: This single story home has a front facing gable end, shutter accented windows, stucco exterior, and simple embellishments which is typical for a Minimal Traditional style. The roof was originally tile and later replaced with composition.

Historic Status: Contributor
Eligible for Landmark



1418 North Euclid Avenue — The Mrs. M. Audenino House — 1047-351-29

Style: Early Post War Tract

Date Built: 1948

Significance: This single story home has a low pitched hip roof, slider aluminum windows, a small porch, brick chimney, and a stucco exterior.

Historic Status: Contributor



1424 North Euclid Avenue — The Stanley J. Bant House — 1047-351-17

Style: Early Post War Tract

Date Built: 1953

Significance: This single story home has a low pitch hip roof, a series of large fixed picture windows, brick base, brick chimney, stucco exterior and simple architectural embellishments such as the trademark hexagonal shaped window at the entry. The asbestos roof was replaced with composition shingle.

Historic Status: Contributor
Eligible for Landmark



1429 North Euclid Avenue — 1047-345-01

Style: International/Modern

Date Built: 1972

Significance: This church was built outside the period of significance of this district.

Historic Status: Non-Contributor



1436 North Euclid Avenue — Mr. & Mrs. Frank Schiro House — 1047-352-10

Style: Early Post War Tract

Date Built: 1951

Significance: This single story home has a low pitch hip roof, stucco exterior, paneling under bay window, large windows recessed entry, and small porch. The house was originally constructed with a tile roof. In 1986, a small bath and closet addition was constructed at the rear.

Historic Status: Contributor



1444 North Euclid Avenue — Mr. & Mrs. Carl Schiro House — 1047-352-11

Style: Early Post War Tract

Date Built: 1954

Significance: This single story home has a low pitch hip roof, recessed entry, small front porch, large wood framed fixed windows, and a stucco exterior. The house was originally constructed with tile roof.

Historic Status: Contributor



1446 North Euclid Avenue — The Tamzen Lund House — 1047-352-12

Style: French Eclectic Revival

Date Built: 1924

Significance: This home has a steep pitch roof with two front facing gables and a curved roof ridge. Some of this home's exterior has been modified, including the slider windows, vent, and siding. Mrs. Lund was the longest term occupant of the home, from 1934 thru 1949.

Historic Status: Contributor
Eligible fro Landmark



1452 North Euclid Avenue — The A.B. Lund House — 1047-352-13

Style: French Eclectic Revival

Date Built: 1925

Significance: This home has a steeply pitched gable roof and dormer, decorative vents, and stucco siding. The front window and gable end vents have ornate detailing. The light colored stucco with dark trim is typical of the French Eclectic style.

Historic Status: Contributor
Eligible fro Landmark



1458 North Euclid Avenue — The Dr. G. Ben Henke House — 1047-352-14

Style: Spanish Colonial Bungalow

Date Built: 1938

Significance: Building records indicate that this home was constructed in 1937 for Dr. Ben Henke. The defining features of this modest bungalow are the low pitched red tile roof, the exposed rafter tails, the multi-paned metal framed windows, stucco siding, and the ornate wood front entry door.

Historic Status: Contributor
Eligible fro Landmark



1506 North Euclid Avenue — Mr. & Mrs. A.C. Kabetzke House — 1047-241-06

Style: Minimal Traditional

Date Built: 1951

Significance: This 1 1/2 story home has many of the characteristics found in Minimal Traditional homes including a cross gable roof with two small attic dormers with minimal overhang, a front facing gable end, large fixed windows, horizontal siding, hung windows with shutters, and a small front porch. The breezeway has been enclosed and stone work was added around the door entryway.

Historic Status: Contributor



1509 North Euclid Avenue — 1047-251-27

Style:

Date Built: 1990

Significance: This single story home was built outside the period of significance of this district.

Historic Status: Non-Contributor
Not Eligible



1510 North Euclid Avenue — 1047-241-07

Style:

Date Built: 1954

Significance: This single-story, stucco and block home was constructed for Peter Mittino. The home appears to have undergone some alteration such a window replacements, brick post, arched entry, and construction of a wall on the front elevation.

Historic Status: Non-Contributor
Not Eligible



1518 North Euclid Avenue — 1047-241-08

Style:

Date Built: 1952

Significance: This single story home some of the Early Post War Tract features (slider windows and side-in garage) and some of the Minimal Traditional features (shutters and wood siding). It has round vents on the gable end. The stucco walls are partly covered with horizontal siding. However, this property does not contribute to the district's significance.

Historic Status: Non-Contributor
Not Eligible



1521 North Euclid Avenue — 1047-251-02

Style: Vacant Land

Date Built: Not Applicable

Significance: None.

Historic Status: Non-Contributor
Not Eligible





1524 North Euclid Avenue — The James B. Martz House — 1047-241-09

Style: Early Post War Tract

Date Built: 1948

Significance: The home has architectural features of both a Post War Tract (hipped roof) and Minimal Traditional (hung windows with shutters). There is a large bay window with multi-panes on the front façade and a centrally located single-door entrance.

Historic Status: Contributor
Eligible for Landmark



1531 North Euclid Avenue — The Metcalfe & Bundgard House — 1047-251-01

Style: Early Post War Tract/ranch

Date Built: 1951

Significance: This single story home has a hipped roof, stucco finish, large brick chimney, aluminum slider windows, a bay window (added in 1992). This houses fronts Caroline Ct. and the east elevation fronts Euclid Avenue.

Historic Status: Contributor
Eligible for Landmark



1540 North Euclid Avenue — The Arthur E. Wilson House — 1047-242-08

Style: California Ranch

Date Built: 1955

Significance: This single story has a low pitched gable on shed style roof, board and batten siding, picture and casement windows and has a central front entry. The building is L-shape in plan and has attached garage with breezeway the rear.

Historic Status: Contributor
Eligible for Landmark



1544 North Euclid Avenue — 1047-242-09

Style:

Date Built: 1977

Significance: This single story home was built outside the period of significance of this district. The home has some of the features of a Post War Tract or Minimal Traditional home.

Historic Status: Non-Contributor
Not Eligible



105-117 East Fifth Street — 1047-361-32 to 38

Architectural Style:

Date Built: 1979

Significance: This condominium complex was built outside the period of significance for the Euclid Avenue District.

Historic Status: Non-Contributor
Not Eligible



106 West Sixth Street — 1047-251-26

Style:

Date Built: 1990

Significance: This single story home was built outside the period of significance of this district. However, this location is a prominent corner along Euclid Avenue within the District.

Historic Status: Non-Contributor
Not Eligible



111 West Sixth Street 1047-345-04



Style: California Ranch

Date Built: 1951

Significance: The low pitch single family residence was built on a wide lot ideal for this style of home, It has a slab foundation with clapboard siding.
This house fronts Sixth Street which impairs it ability to contribute to the significance of Euclid Avenue. It is, however, eligible for landmark designation.

Historic Status: Non-Contributor
Eligible fro Landmark

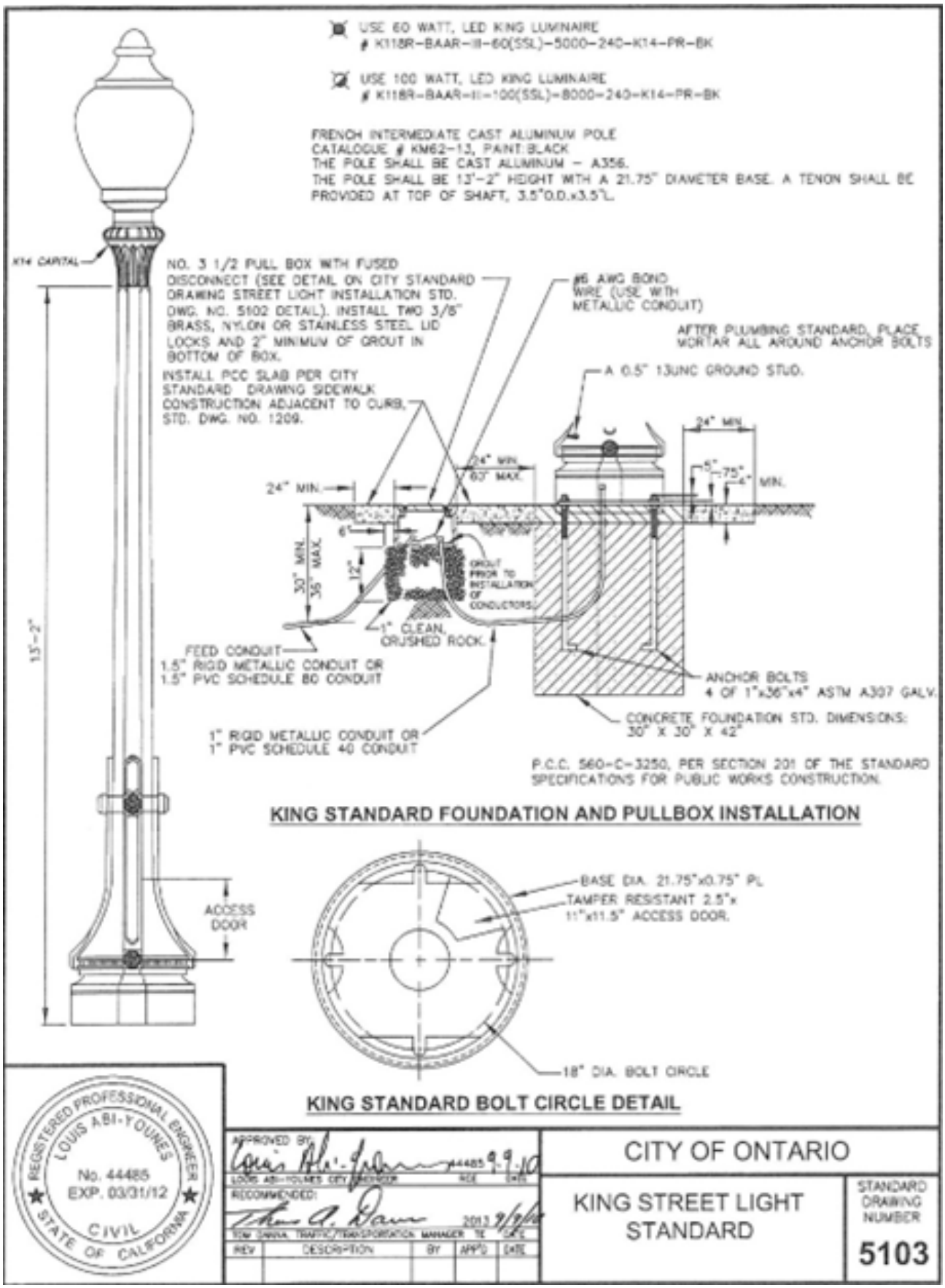
Appendix D

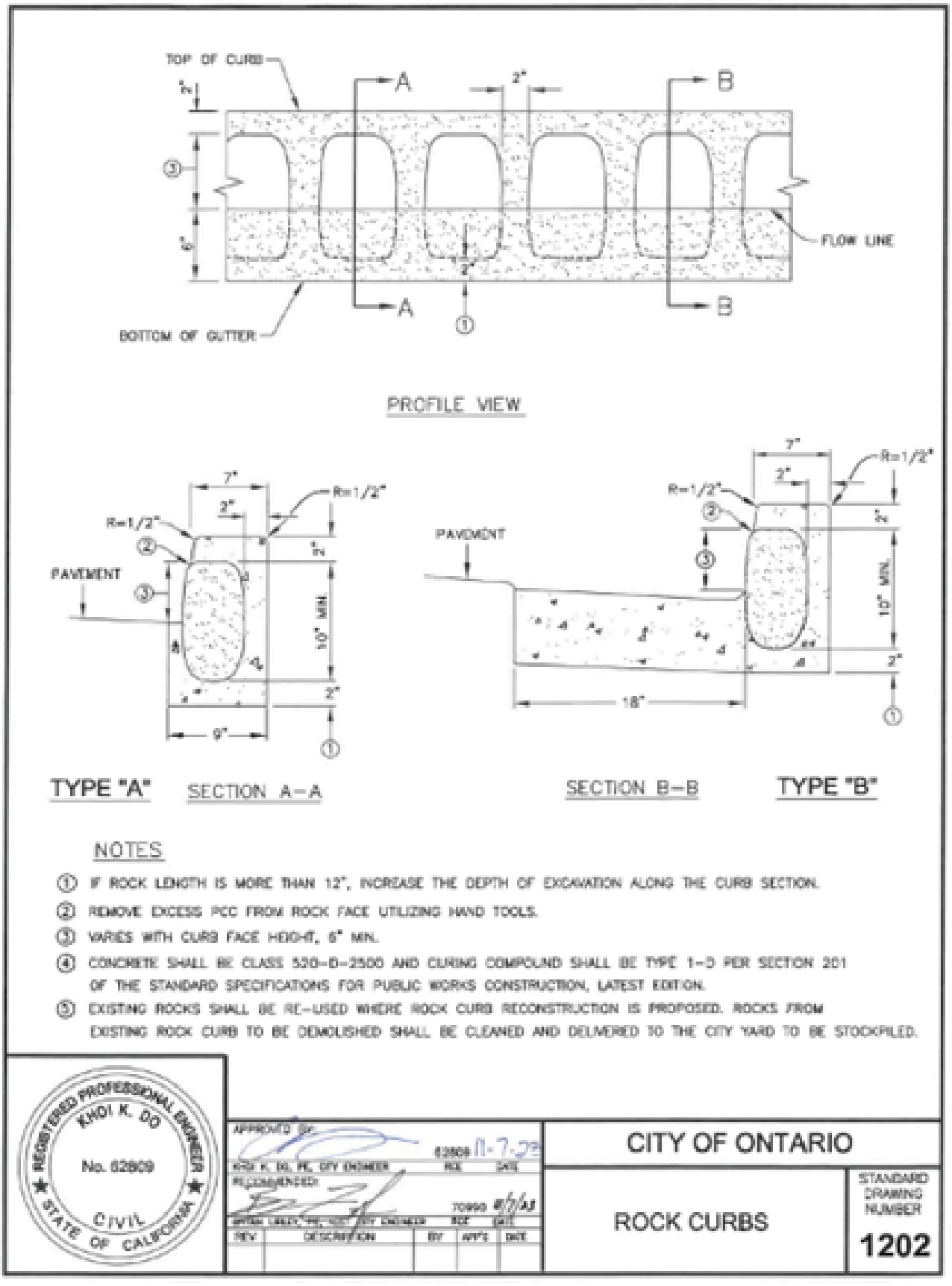
City of Ontario Ordinances:

King Standard Lamppost Plan

Masonry Curb Plan

Historic Preservation Ordinance


USE 60 WATT, LED KING LUMINAIRE
K118R-BAAR-III-60(SSL)-5000-240-K14-PR-BK
USE 100 WATT, LED KING LUMINAIRE
K118R-BAAR-III-100(SSL)-8000-240-K14-PR-BK
FRENCH INTERMEDIATE CAST ALUMINUM POLE
CATALOGUE # KM62-13, PAINT: BLACK
THE POLE SHALL BE CAST ALUMINUM - A356.
THE POLE SHALL BE 13'-2" HEIGHT WITH A 21.75" DIAMETER BASE. A TENON SHALL BE PROVIDED AT TOP OF SHAFT, 3.5"O.D.x3.5"L.
K14 CAPITAL
NO. 3 1/2 PULL BOX WITH FUSED DISCONNECT (SEE DETAIL ON CITY STANDARD DRAWING STREET LIGHT INSTALLATION STD. DWG. NO. 5102 DETAIL). INSTALL TWO 3/8" BRASS, NYLON OR STAINLESS STEEL LID LOCKS AND 2" MINIMUM OF GROUT IN BOTTOM OF BOX.
INSTALL PCC SLAB PER CITY STANDARD DRAWING SIDEWALK CONSTRUCTION ADJACENT TO CURB, STD. DWG. NO. 1209.
#6 AWG BOND WIRE (USE WITH METALLIC CONDUIT)
AFTER PLUMBING STANDARD, PLACE MORTAR ALL AROUND ANCHOR BOLTS
A 0.5" 13UNC GROUND STUD.
24" MIN.
24" MIN.
60" MAX.
24" MIN.
6"
.75"
4" MIN.
30" MIN.
36" MAX.
12"
GROUT PRIOR TO INSTALLATION OF CONDUCTORS
1" CLEAN, CRUSHED ROCK.
13'-2"
FEED CONDUIT
1.5" RIGID METALLIC CONDUIT OR
1.5" PVC SCHEDULE 80 CONDUIT
ANCHOR BOLTS
4 OF 1"x36"x4" ASTM A307 GALV.
CONCRETE FOUNDATION STD. DIMENSIONS:
30" X 30" X 42"
1" RIGID METALLIC CONDUIT OR
1" PVC SCHEDULE 40 CONDUIT
P.C.C. 560-C-3250, PER SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
KING STANDARD FOUNDATION AND PULLBOX INSTALLATION
ACCESS DOOR
BASE DIA. 21.75"x0.75" PL
TAMPER RESISTANT 2.5"x 11"x11.5" ACCESS DOOR.
18" DIA. BOLT CIRCLE
KING STANDARD BOLT CIRCLE DETAIL
REGISTERED PROFESSIONAL ENGINEER
LOUIS ABI-YOUNES
No. 44485
EXP. 03/31/12
CIVIL
STATE OF CALIFORNIA
APPROVED BY:
LOUIS ABI-YOUNES CITY ENGINEER
RCE 44485
DATE 9.9.10
RECOMMENDED:
TOM DAVIS, TRAFFIC/TRANSPORTATION MANAGER
TE
DATE 9/9/10
REV
DESCRIPTION
BY
APP'D
DATE
CITY OF ONTARIO
KING STREET LIGHT STANDARD
STANDARD DRAWING NUMBER
5103


TOP OF CURB
A
2"
B
FLOW LINE
BOTTOM OF GUTTER
PROFILE VIEW
7"
R=1/2"
2"
PAVEMENT
10" MIN.
9"
18"
TYPE "A"
SECTION A-A
SECTION B-B
TYPE "B"
NOTES
① IF ROCK LENGTH IS MORE THAN 12", INCREASE THE DEPTH OF EXCAVATION ALONG THE CURB SECTION.
② REMOVE EXCESS PCC FROM ROCK FACE UTILIZING HAND TOOLS.
③ VARIES WITH CURB FACE HEIGHT, 6" MIN.
④ CONCRETE SHALL BE CLASS 520-D-2500 AND CURING COMPOUND SHALL BE TYPE 1-D PER SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
⑤ EXISTING ROCKS SHALL BE RE-USED WHERE ROCK CURB RECONSTRUCTION IS PROPOSED. ROCKS FROM EXISTING ROCK CURB TO BE DEMOLISHED SHALL BE CLEANED AND DELIVERED TO THE CITY YARD TO BE STOCKPILED.
REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA
APPROVED BY:
62809 11-7-22
KHOI K. DO, RE, CITY ENGINEER RCE DATE
RECOMMENDED:
70990 11/7/22
RCE DATE
REV DESCRIPTION BY APP'D DATE
CITY OF ONTARIO
ROCK CURBS
STANDARD DRAWING NUMBER
1202

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

FILE NO: PHP23-005

SUBJECT: A Certificate of Appropriateness to establish a Management Plan for the historic rock curbs located within the public-right-of-way (Citywide) for the purpose of identifying the location, historic significance, and to make recommendations on the preservation, repair, restoration or acceptable removal of the rock curbs.

PROPERTY OWNER: City of Ontario

RECOMMENDED ACTION: That the Historic Preservation Commission approve, File No. PHP23-005, a Certificate of Appropriateness to establish a management plan for the historic rock curbs located within the public-right-of-way.

PROJECT SETTING/HISTORIC CONTEXT: The rock curbs found along historic Euclid Avenue and in Ontario's early historic neighborhoods were constructed with indigenous rock during the turn of the twentieth century. The rock curbs were originally made of large granite cobblestones and concrete. The original rock curbs stood about 8-inches high with concrete mortar in-between the vertical stones with a slim concrete curb on top (*Figure 1: Rock Curb (1920s) and Figure 2: Rock Curb Today*). Much of the original rock curb along the historic portions of Euclid Avenue and in Ontario's historic neighborhoods still exist today. The rock curbs line the Euclid Avenue median as well as parkways, however, there are portions of rock curbs that have been replaced over time with standard concrete curbs, and other sections have had concrete cap replacements (repair) per City Standard Drawing No. 1202 as depicted in *Exhibit L: Rock Curb Standard*. Rock curbs generally date from the turn of the twentieth century or earlier and are a significant contributor to the historic context of many of the City's historic neighborhoods.



Figure 1: Rock Curb (1920s)



Figure 2: Rock Curb Today

Case Planner:	Elly Antuna
Planning Director Approval:	
Submittal Date:	N/A

Hearing Body	*Date*	*Decision*	*Action*
HPSC	10/18/23	Approval	Recommend
PC	10/24/23		Final
CC			

The Rock Curb Management Plan applies to 5 "focus" areas generally located south of Interstate 10, east of San Antonio Avenue, north of Holt Boulevard and west of Allyn Avenue. The rock curb focus areas include designated and potential historic districts and are depicted in Exhibit A: Rock Curb Focus Areas and are summarized below:

(a) Euclid Avenue District – The Euclid Avenue District focus area includes Euclid Avenue from Interstate 10 to the north and Holt Boulevard to the south. The focus area includes the entirety of the locally designated Euclid Avenue Historic District and the northern portion of the potential Downtown Historic District. The Euclid Avenue right-of-way (ROW) from Interstate 10 to the north and Philadelphia Street to the south was designated by City Council as Local Landmark No. 67 on January 16, 2001. Additionally, an 8.4-mile segment of Euclid Avenue from 24th Street in the City of Upland to Philadelphia Street in Ontario was listed on the National Register of Historic Places on August 10, 2005.

(b) Sixth Street – The Sixth Street focus area includes Sixth Street from San Antonio Avenue to the west and Euclid Avenue to the east. Although the area contains properties that are eligible for local landmark status, the focus area does not contain any designated, proposed or potential historic districts.

(c) J Street – The J Street focus area includes the area bound by J Street to the north, I Street to the south, Vine Avenue to the west and approximately 350 feet east of Sultana Avenue to the east. The portion of East J Street from Euclid Avenue to Sultana Avenue is within the designated Rosewood Court Historic District.

(d) Villa and Vine – The Villa and Vine focus area is bound by H Street to the north, San Antonio Avenue to the west, Holt Boulevard to the south and Euclid Avenue to the east. The focus area includes the designated Villa Historic District and potential Downtown West and Downtown West Addition historic districts. The focus area also includes a portion of the potential Downtown and Downtown Addition historic districts.

(e) Parkside District – The Parkside District focus area is bound by G Street to the north, Euclid Avenue to the west, Holt Boulevard to the south and Allyn Avenue to the east. The focus area includes the southern portion of the designated El Morado Court Historic District and the entirety of the potential Parkside and Parkside Addition historic districts.

PROJECT ANALYSIS:

(1) Background: The Planning Commission approved the City's first policy regarding rock curbs on July 28, 1998. The policy identified areas where rock curbs should be preserved and how the preservation work should be done. Shortly after the approval of the initial policy, the designation of 3 historic districts and identification of 8 potential historic districts necessitated a revision to the policy. An updated policy was approved by the Planning Commission on November 24, 2000, and further narrowed the rock curb preservation priority areas. The City now has a total of 8 designated historic districts and

has identified 9 potential or proposed historic districts. The continued growth and development of the City has required a more comprehensive approach to managing this important characteristic. The purpose of the Rock Curb Management Plan is to provide guidance for future Capital Improvement projects, Public Works repairs and Development projects while preserving a significant character-defining feature in the City's historic neighborhoods. The Management Plan outlines the appropriate treatment of rock curbs in a manner consistent with the Secretary of the Interior's Standards to avoid or minimize causing an adverse effect in historic areas or mitigate such effects should they occur.

(2) Character Defining Feature: The goal of the Rock Curb Management Plan is to provide preservation guidance and recommended treatments for future projects along Euclid Avenue and in Ontario's historic neighborhoods. The City's intent is to encourage high quality development and well-maintained public spaces while protecting the heritage of Ontario's designated, proposed and potential historic districts. The change brought on with alterations and new construction generally brings a wide range of considerations such as protecting the integrity of a historic resource. The sense of time and place conveyed by historic resources includes structures, yards, gardens, streets, sidewalks, curbs, planting strips, and open space as a collection. The character conveyed by these historic neighborhoods promotes an identity unique to each district.

When reviewing the treatment of curbs in the focus areas, potential impacts to designated, proposed or potential historic districts were considered. The general overriding goal for alterations within Ontario's historic districts is the preservation of character defining features that contribute to the district's historic significance. Each historic district has a "period of significance," or span of time in which a significant architectural or historical importance occurred. Rock curbs were typically used during the turn of the century (approximately between the 1890s and 1910s), however by the 1920s the use of concrete curbs became the standard. Rock curbs are character defining features in historic districts where most of the construction took place during the turn of the century because of its relationship to the period of significance of the district.

(3) Secretary of the Interior's Standards for the Treatment of Historic Properties (SOIS): The SOIS are a series of best practices issued by the National Parks Service (NPS) to help protect cultural resources by promoting responsible preservation practices. The SOIS were utilized during the development of the Rock Curb Management Plan. They are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The SOIS are accompanied by Guidelines for 4 types of treatments for historic properties: Preservation, Rehabilitation, Restoration, and Reconstruction.

- *Preservation* is applying measures necessary to sustain the existing form, integrity, and materials of an historic resource. Work, including preliminary measures to protect and stabilize the resource, generally focuses upon the ongoing maintenance and repair of historic materials and features, rather than extensive replacement and new construction. The Standards for Preservation require

retention of the greatest amount of historic fabric along with the resource's historic form.

- *Rehabilitation* is making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic resource to meet continuing or new uses while retaining the resource's historic character.

- *Restoration* is the process of accurately depicting the form, features, and character of a resource as it appeared at a particular period by removing features from other periods in its history and reconstructing missing features from the restoration period. The Restoration Standards allow for the depiction of a resource at a particular time in its history by preserving materials, features, finishes, and spaces from its period of significance and removing those from other periods.

- *Reconstruction* is depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period and in its historic location. The Reconstruction Standards establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

It is important to note that the SOIS are not intended to be prescriptive, but instead provide general guidance. They are intended to be flexible and adaptable to specific project conditions to balance continuity and change, while retaining materials and features to the maximum extent feasible. Their interpretation requires exercising professional judgment and balancing the various opportunities and constraints of any given project.

(4) Rock Curb Management Plan — The focus areas, as listed below, were surveyed to determine the existing conditions of the rock curbs and for the presence of turn of the century construction, and are depicted in *Exhibits A, C, E, G, I, and K: Existing Rock Curb Conditions.* Rock curbs are not historic resources independently, rather they contribute to the significance of historic neighborhoods and roadways where the period of significance is the turn of the century. Considering this, the rock curb Management Plan proposes that existing rock curbs be preserved and restoration (reconstruction) occur when one of the following conditions are present:

- More than 50% of the curb on a block is rock curb,
- The district's period of significance is the turn of the century, or
- Adjacent properties contain turn of the century, Victorian Era buildings.

Restoration of the rock curb shall be undertaken to replace standard concrete curb in the areas that have been identified for rock curb preservation.



Figure 3: Buried Rock Curb

(f) Euclid Avenue District – Existing conditions for the Euclid Avenue District focus area are depicted in *Exhibit B: Euclid Avenue District – Existing Rock Curb Conditions*. Rock curb has been identified as a character defining feature for the Euclid Avenue Historic District and the Euclid Avenue National Register of Historic Places listing. Many of the contributing homes in the historic district were constructed in Victorian Era architectural styles that were popularized during turn of the century. Most of the rock curbs in the historic district boundary area remain intact and border both the median and parkways, however, the repaving and overlaying of asphalt along Euclid Avenue has buried much of the original rock curbs over time (*Figure 3: Buried Rock Curb*). Starting in the 1910s the curbs along Euclid Avenue began to be replaced with concrete-only curbs, most notably from G Street south to Philadelphia Street. The proposed curb treatment for the Euclid Avenue District is depicted in *Exhibit C: Euclid Avenue District – Proposed Rock Curb Treatment*, and is as follows:

- All existing rock curbs in the focus area shall be preserved and protected.
- Within the Euclid Avenue Historic District (I-10 to G Street), rock curb shall be restored where standard curb exists along the median and parkways.
- Within the Euclid Avenue Historic District, where streets intersect, rock curbs located at corner properties shall wrap around the property's frontage, continued onto the intersecting street, and terminate at a logical point, such as a driveway, alley or street.
- From Interstate 10 to Holt Boulevard, areas of standard curb shall be replaced with rock curb along the entirety of the Euclid Avenue median. Rock curb restoration located adjacent to the parkway is highly encouraged and may be implemented to off-set mitigation resulting from development projects.

(g) Sixth Street – Existing conditions for the Sixth Street focus area are depicted in *Exhibit D: Sixth Street – Existing Rock Curb Conditions*. This focus area is not within a designated, proposed, or potential historic district. If a district were identified in the future, it would likely be related to a mid-century context, a period where rock curbs were not typical. The existing rock curbs appear to be remnants from earlier construction that is no longer present, or a later addition to the street, likely when the traffic calming appeared in 1998. Any existing rock curbs in this focus area should be replaced with standard concrete curbs, the proposed treatment is depicted in *Exhibit E: Sixth Street – Proposed Rock Curb Treatment*.



Figure 4:
Scored Concrete Curb

(h) J Street – Existing conditions for the J Street focus area are depicted in *Exhibit F: J Street – Existing Rock Curb Conditions*. The Rosewood Court Historic District period of development began in approximately 1925 and continued until the beginning of World War II in 1939. By this time, rock curb was no longer being used and has not been identified as a character-defining feature in the district. The remaining sections of rock curb along J Street and Sultana Avenue are not located in designated, proposed, or potential historic districts and do not have large concentrations of turn of the century buildings. In this focus area, the rock curb should be replaced with a scored concrete curb (*Figure 4: Scored Concrete Curb*) on J Street between Euclid Avenue and Sultana (Rosewood Court Historic District boundaries) in order to preserve the period appropriate feature of the district. The remaining rock curb shall be replaced with a standard concrete curb. The proposed treatment is depicted in *Exhibit G: J Street – Proposed Rock Curb Treatment*.

(i) Villa and Vine – Existing conditions for the Villa and Vine focus area are depicted in *Exhibit H: Villa and Vine – Existing Rock Curb Conditions*. The designated Villa Historic District developed during the turn of the century and rock curbs have been identified as a character-defining feature of the district. The potential Downtown West, Downtown West Addition and Downtown Addition historic districts have large sections of rock curb intact and include turn of the century buildings in areas where rock curbs are present. The proposed curb treatment for the Villa and Vine focus area is depicted in *Exhibit I: Villa and Vine – Proposed Rock Curb Treatment*, and is as follows:

- Rock curbs shall be preserved on H Street within the Villa Historic District.
- All sections of standard curb on H Street within the Villa Historic District shall be replaced with rock curb.
- Blocks within the potential historic districts that have at least 50% of rock curbs present and are adjacent to turn of the century construction shall preserve existing rock curbs and restore rock curbs where standard curbs are present.

(j) Parkside District – Existing conditions for the Parkside focus area are depicted in *Exhibit J: Parkside District – Existing Rock Curb Conditions*. The potential Parkside and Parkside Addition Historic Districts were some of the earliest residential neighborhoods that were constructed in the city. The potential Parkside Historic District has one of the largest collections of turn of the century construction and is largely intact, some alterations have occurred however, many of the buildings still retain a moderate to high level of architectural integrity. However, the potential Parkside Addition Historic District has very few remaining historic resources that have moderate to high levels of integrity, except for a section on D Street that is east of Monterey Avenue and west of Campus Avenue, and therefore the designation of a district with these boundaries is not likely.

The proposed curb treatment for the Parkside District focus area is depicted in *Exhibit K: Parkside District – Proposed Rock Curb Treatment*, and is as follows:

- Within the boundaries of the Parkside Historic District, existing rock curbs shall be preserved and repaired, and standard curbs shall be replaced with rock curbs.
- Along D Street, east of Monterey Avenue and west of Campus Avenue, rock curbs shall be preserved and repaired, and standard curbs shall be replaced with rock curbs.
- Within the boundaries of the Parkside Addition Historic District, existing rock curbs may be replaced with standard curbs.

(k) Proposed Rock Curb Treatment – When reconstruction of the rock curbs is required, the new rock curbs will match the original in design, color, texture, and where possible, materials. If the rock curbs cannot be rehabilitated through repair, then they must be replaced in-kind, with the same dimensions, similar stone (reuse of originals preferred), and concrete that is comparable in strength, composition, color, and texture. The existing rocks should be re-used. The concrete should be broken and removed from the rock, and the rock cleaned and stored to be re-used. If the rocks get damaged or cannot be reused, then locally sourced rocks of similar color and dimensions should be used. Additionally, when areas of rock curb are removed and replaced with standard curb, the removed rocks should be stored for later use where restoration of rock curbs is proposed. The dimensions and in-kind rock curb replacement plans are illustrated in *Exhibit L: Rock Curb Standard*.

Repaving and overlaying the asphalt without grinding it down or removing layers can cause the masonry curbs to be buried over time. Projects that involve repaving should grind down or remove layers of asphalt during the repaving process to salvage and re-use rocks, and restore rock curbs, when required. Chemical or physical treatments to remove graffiti or paint from the masonry curbs, if appropriate, should be undertaken using the gentlest means possible. Treatments that cause damage to the rock curbs should not be used. To enhance and restore the historic resource to its original condition, whenever a section is replaced and there is modern curb adjacent within the same section, the entire section should be replaced with rock curb in-kind replacements.

(5) Certificate of Appropriateness — Pursuant to Section 4.02.050 (Historic Preservation- Certificates of Appropriateness and Demolition of Historic Resources) of the Development Code, a Certificate of Appropriateness shall be required for any alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource.

The proposed Rock Curb Management Plan has been prepared to guide improvement, maintenance, or development projects in the City's historic neighborhoods that have the potential to cause adverse impacts to the historic rock curbs. The Secretary of the Interior's Standards for the Treatment of Historic Properties was utilized during the development of the Management Plan. The Management Plan should be referenced early in the planning process for all projects that are located within the identified focus

areas. Rock curbs are a significant character-defining feature in many of the City's earliest neighborhoods, however, later development and alterations have altered the historic significance of some of these neighborhoods. The Management Plan identifies areas where existing rock curbs may be replaced with standard or scored concrete curb because the rock curb is not a character-defining feature to a designated, proposed or potential historic district. The Management Plan includes a rock curb standard for the appropriate restoration of rock curbs to ensure that new rock curbs are compatible with the original. The Management Plan is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and ensures a consistent approach to the treatment of this important feature in Ontario's historic neighborhoods.

On October 18, 2023, the Historic Preservation Subcommittee (HPSC) reviewed the Certificate of Appropriateness application and recommended approval to the Planning/Historic Preservation Commission.

The Planning Commission, serving as the Historic Preservation Commission, must consider and clearly establish certain findings of facts for all Certificate of Appropriateness applications. The exterior alterations, in whole or in part:

(a) *Will not detrimentally change, destroy, or adversely affect any significant architectural feature of the resource.* The Rock Curb Management Plan outlines the appropriate treatment of existing rock curbs in a manner consistent with the Secretary of the Interior's Standards to avoid or minimize causing an adverse effect to historic resources or mitigate such effects should they occur. The Management Plan includes guidelines for preserving, rehabilitating, or restoring rock curbs when it is a character-defining feature of the historic resource, and therefore will not adversely change or affect any significant architectural features of the resource; and

(b) *Will not detrimentally change, destroy, or adversely affect the historic character or value of the resource.* The Rock Curb Management Plan outlines the appropriate treatment of rock curbs in a manner consistent with the Secretary of the Interior's Standards to avoid or minimize causing an adverse effect to the character-defining features of the historic resources or mitigate such effects should they occur, and therefore will not detrimentally change, destroy or adversely affect the historic character or value of the resource; and

(c) *Will be compatible with the exterior character-defining features of the historic resource.* The Rock Curb Management Plan outlines the appropriate treatment of rock curbs in a manner consistent with the Secretary of the Interior's Standards, including the restoration of rock curbs when it is a character-defining feature to a district or resource. The Management Plan includes a rock curb standard for the appropriate restoration of rock curbs to ensure that new rock curbs are compatible with the original, therefore, the proposed Management Plan recommends treatment that will be compatible with the exterior character-defining features of the historic resource; and

(d) *Will not adversely affect or detract from the character of the historic district.* The Rock Curb Management Plan outlines the appropriate treatment of existing rock curbs in the City's designated, proposed and potential historic districts in a manner consistent with the Secretary of the Interior's Standards to avoid or minimize causing an adverse effect to historic districts or mitigate such effects should they occur. The Management Plan includes guidelines for preserving, rehabilitating, or restoring rock curbs when it is a significant feature of a historic district, and therefore will not adversely change or detract from the character of the historic district.

COMPLIANCE WITH THE ONTARIO PLAN: The Rock Curb Management Plan is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

(2) Vision.

Distinctive Development:

- Development Quality: A community that is so well maintained and litter-free that its properties uniformly convey a sense of prosperity that is readily apparent and a symbol of community pride.

Dynamic Stability:

- An appreciation for the "personality and charm" of this community, preserving important characteristics and values even as growth and change occur, all the while retaining a distinctive local feel where people love to be.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

- G 1-1. Consistency with Policies. We require that staff recommendations to the City Council be consistent with adopted City Council Priorities (Goals and Objectives) and The Policy Plan.

- G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

- LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.

Community Design Element:

- Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

- CD-1.3 Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.

- Goal CD-4 Historic Preservation: Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and community organizations, have been preserved and serve as a focal point for civic pride and identity.

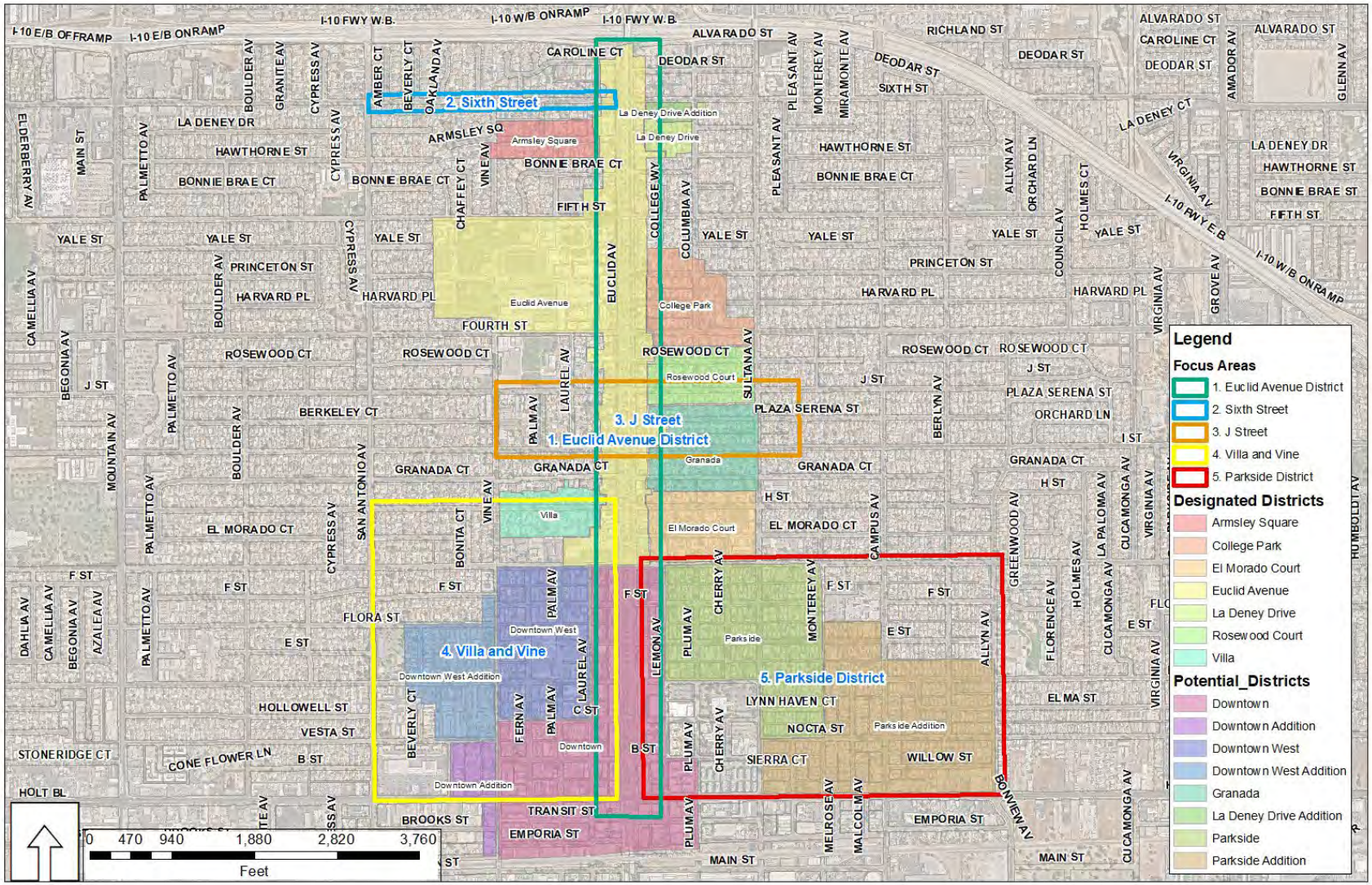
- CD-4.6 Promotion of Public Involvement in Preservation. We engage in programs to publicize and promote the City's and the public's involvement in preservation efforts.

- CD-4.7 Public Outreach. We provide opportunities for our residents to research and learn about the history of Ontario through the Planning Department, the Ontario Museum of History and Art, and the Robert E. Ellingwood Model Colony History Room.

- Goal CD-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.

- CD-5.4 Neighborhood Involvement. We encourage active community involvement to implement programs aimed at the beautification and improvement of neighborhoods.

Exhibit A: Rock Curb Focus Areas



Updated October 2023

Exhibit B: Euclid Avenue District – Existing Rock Curb Conditions

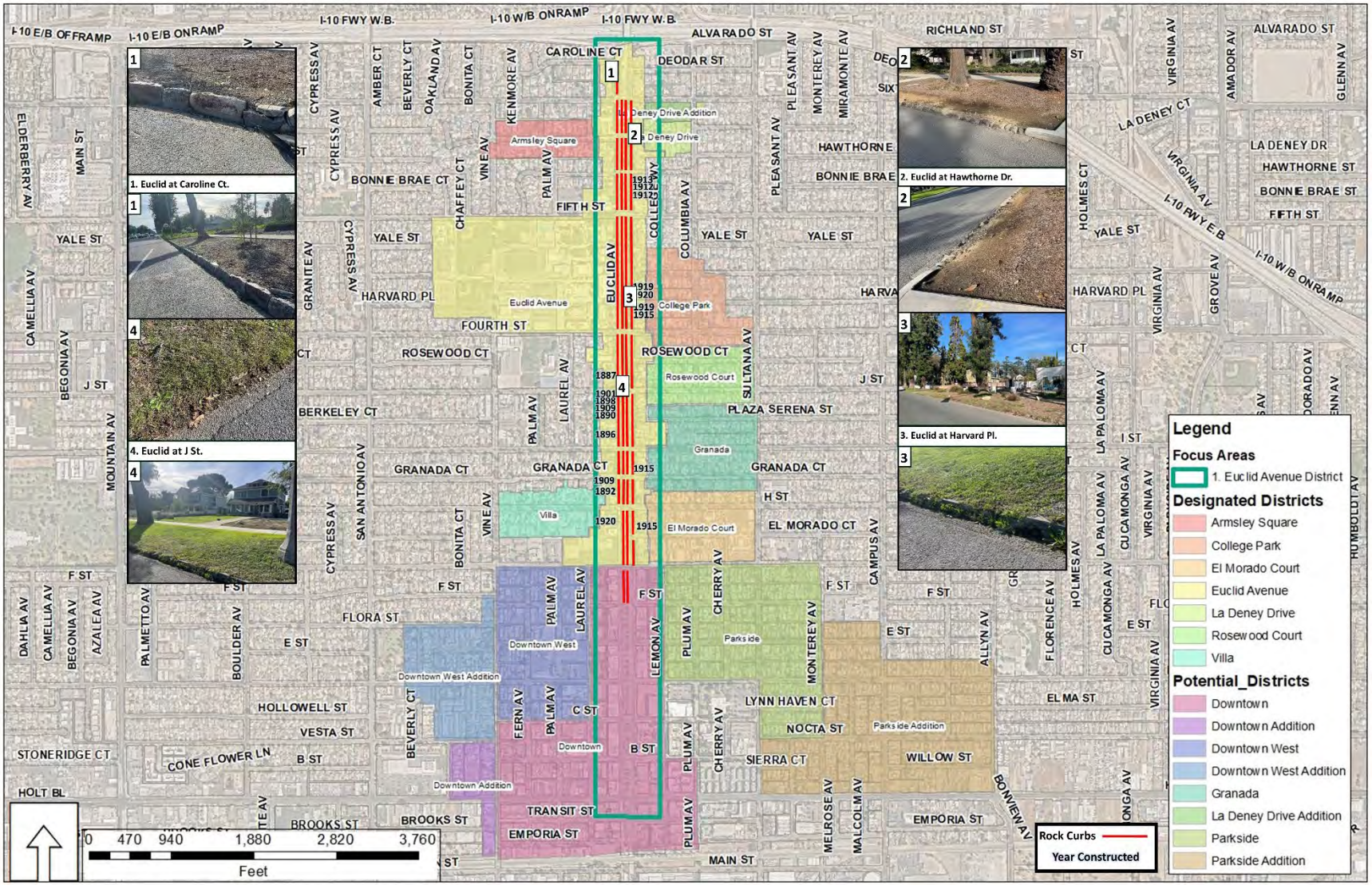
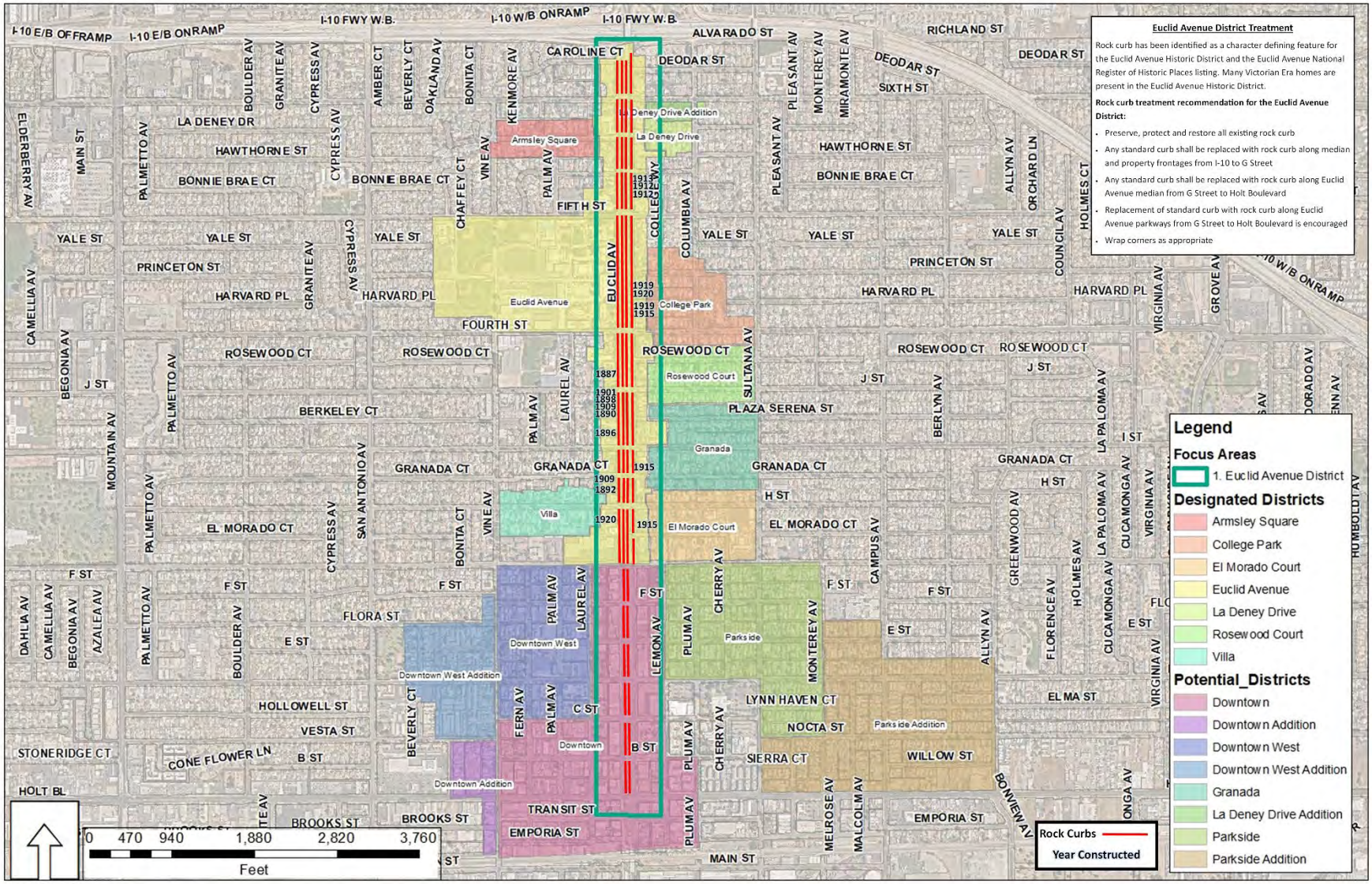


Exhibit C: Euclid Avenue District – Proposed Rock Curb Treatment



Updated October 2023

Exhibit D: Sixth Street – Existing Rock Curb Conditions



Exhibit E: Sixth Street – Proposed Rock Curb Treatment

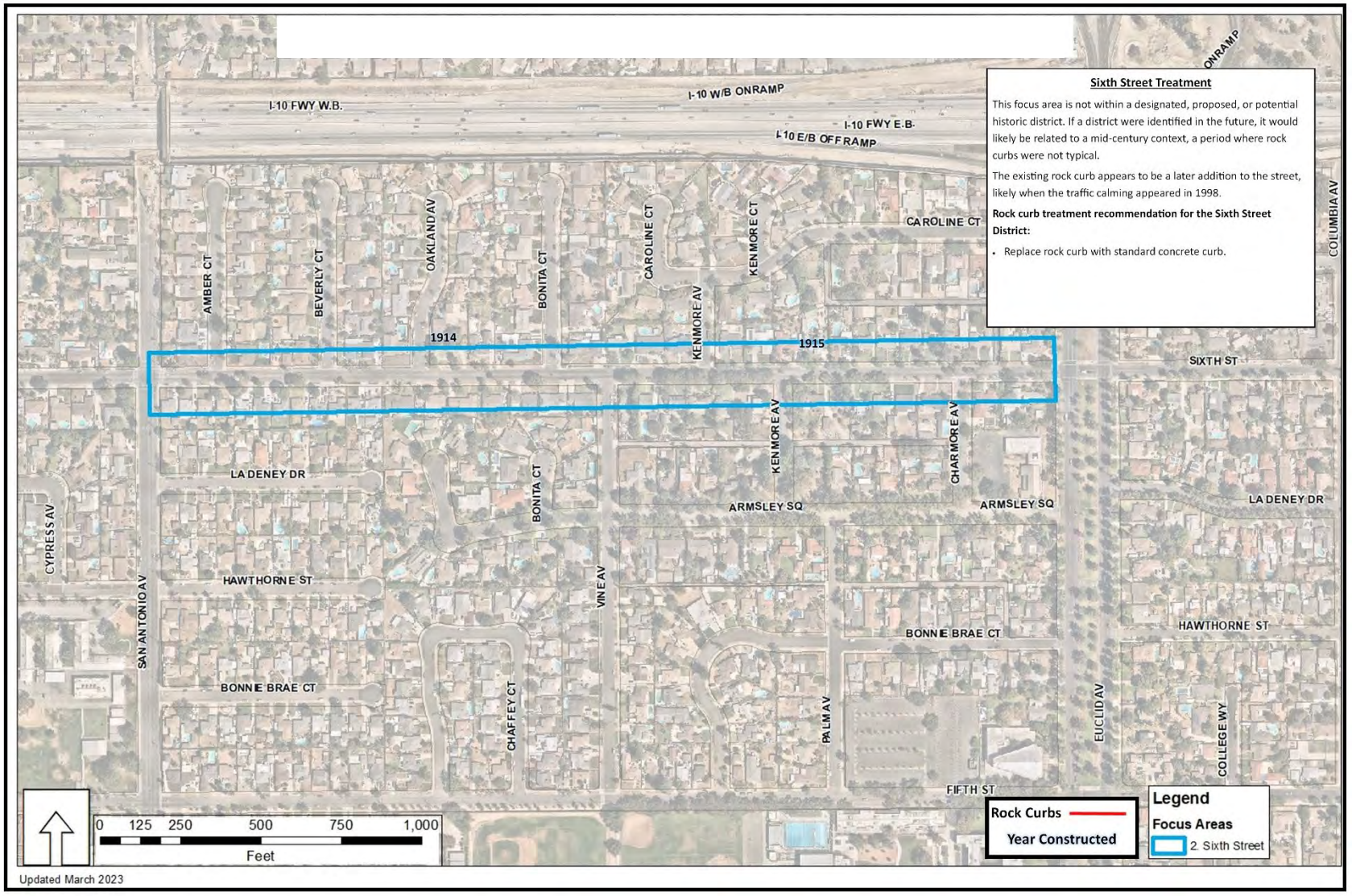


Exhibit F: J Street – Existing Rock Curb Conditions

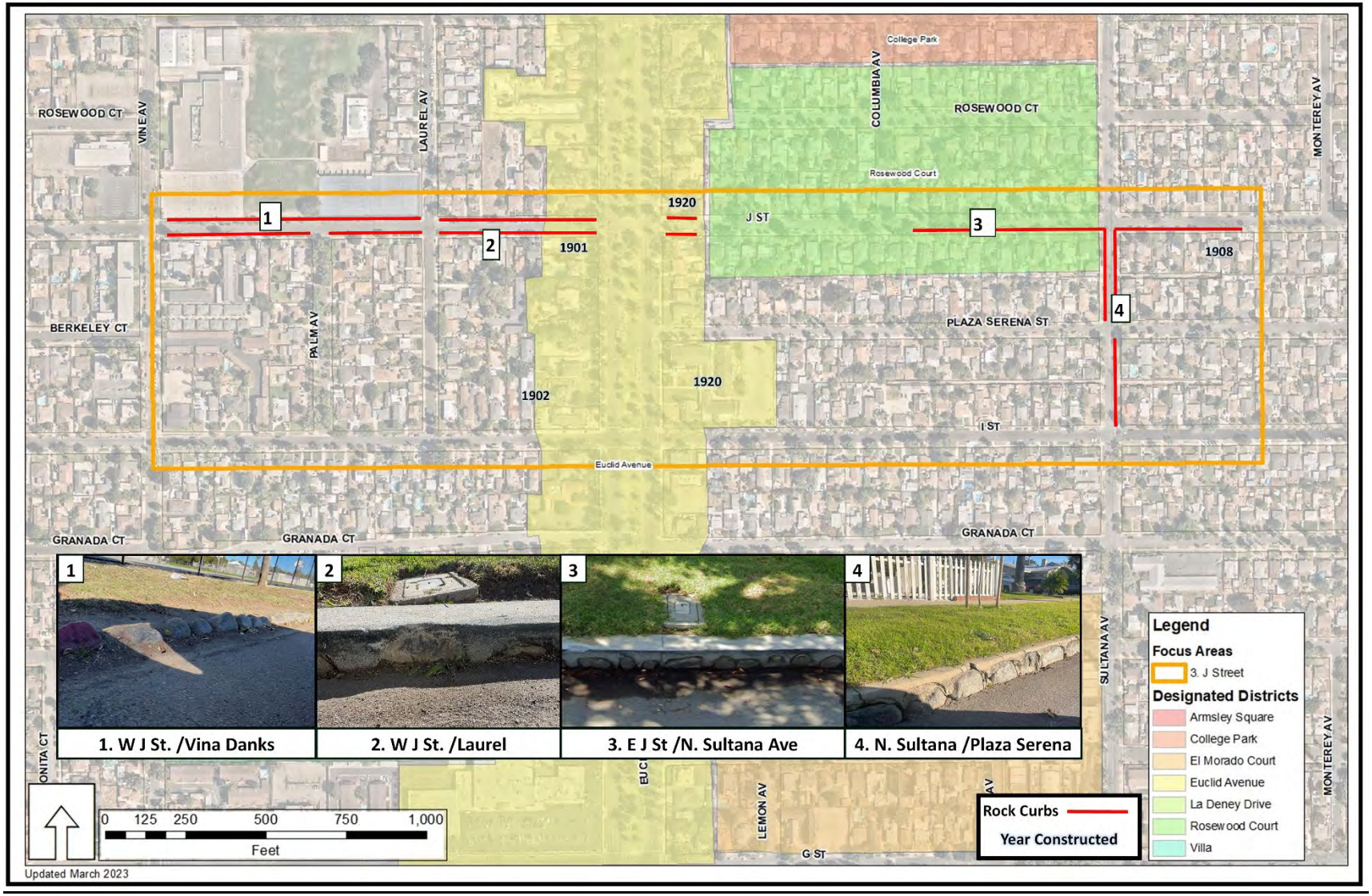


Exhibit G: J Street – Proposed Rock Curb Treatment

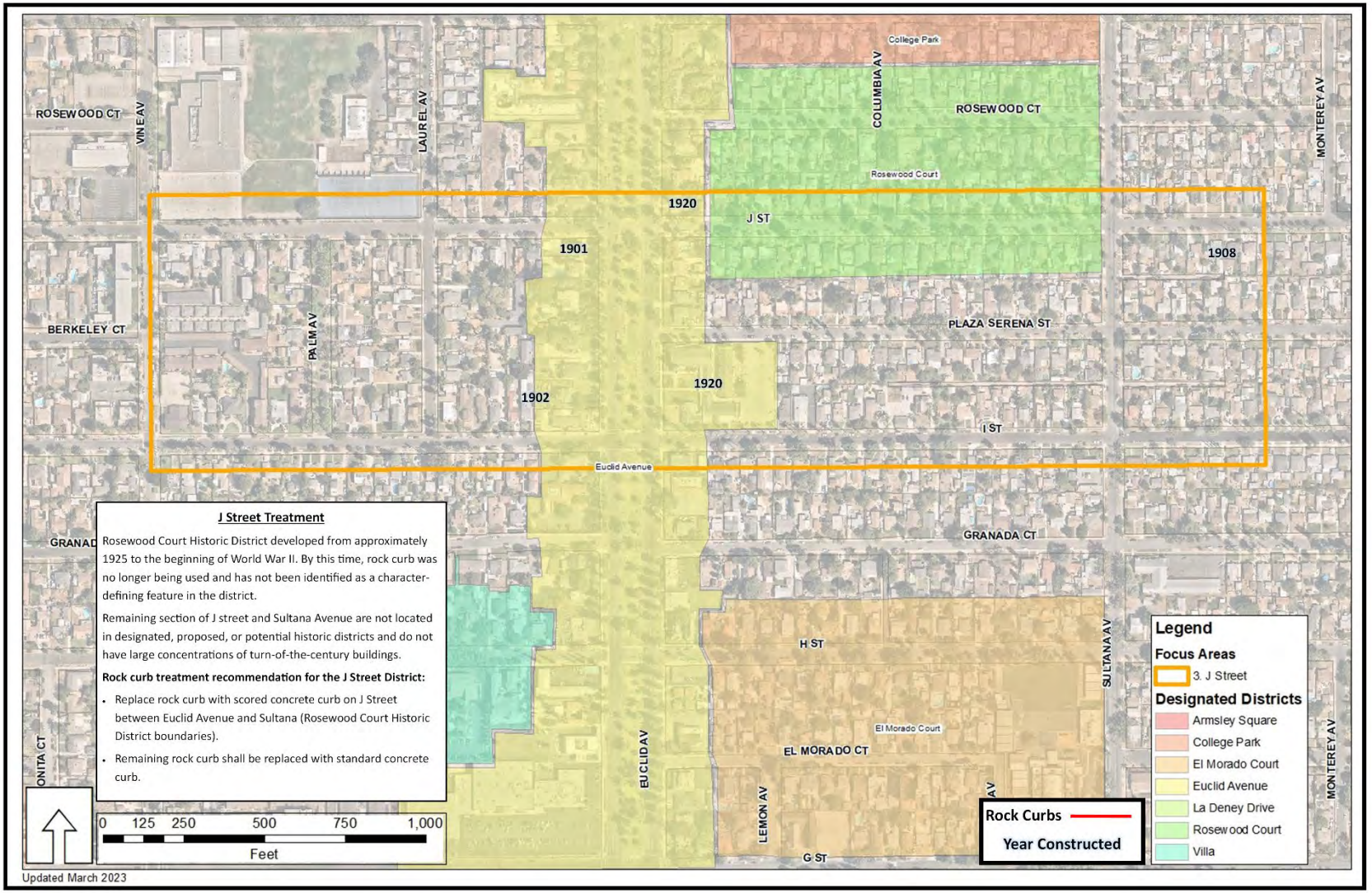


Exhibit H: Villa and Vine – Existing Rock Curb Conditions

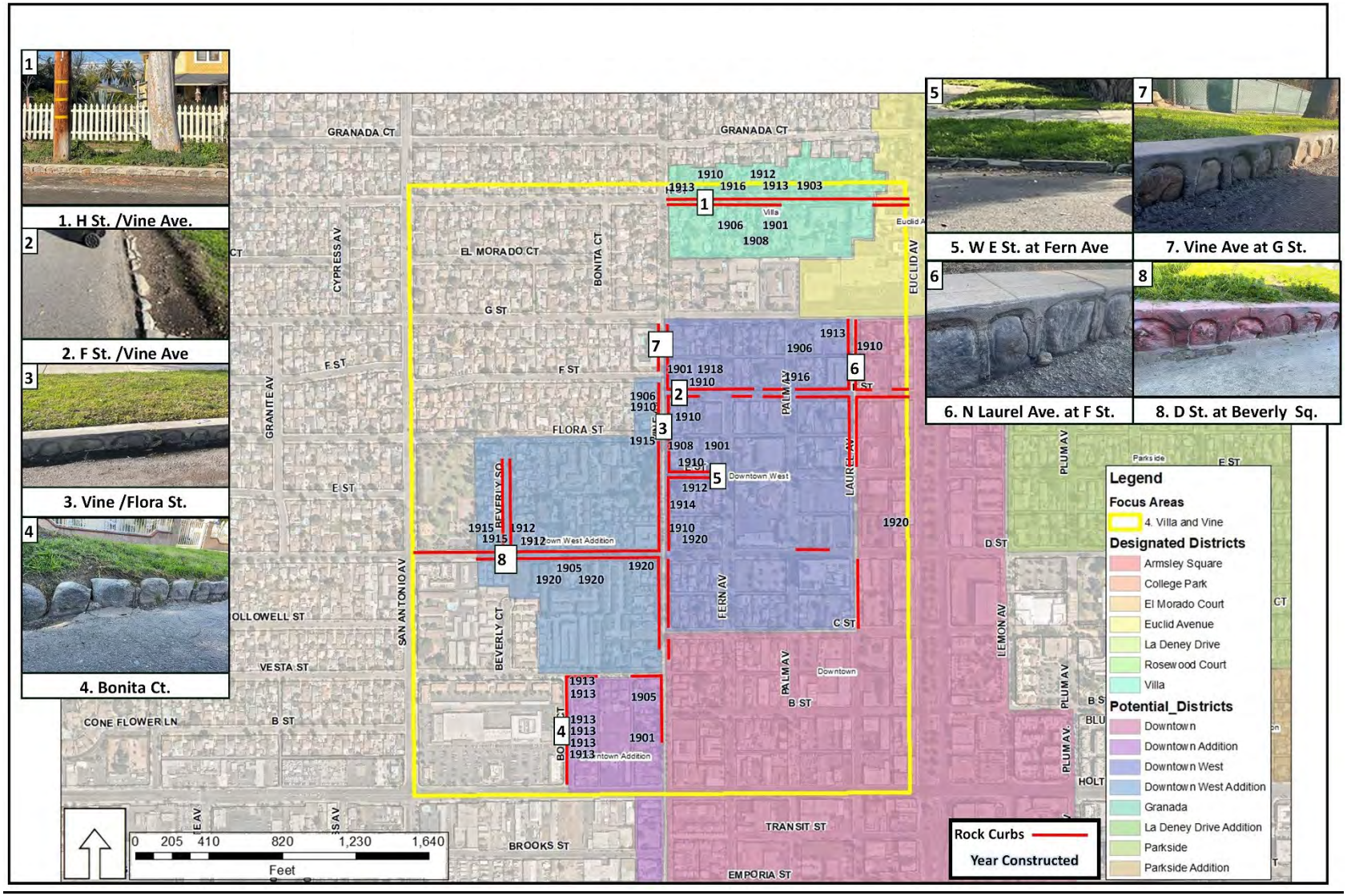


Exhibit I: Villa and Vine – Proposed Rock Curb Treatment

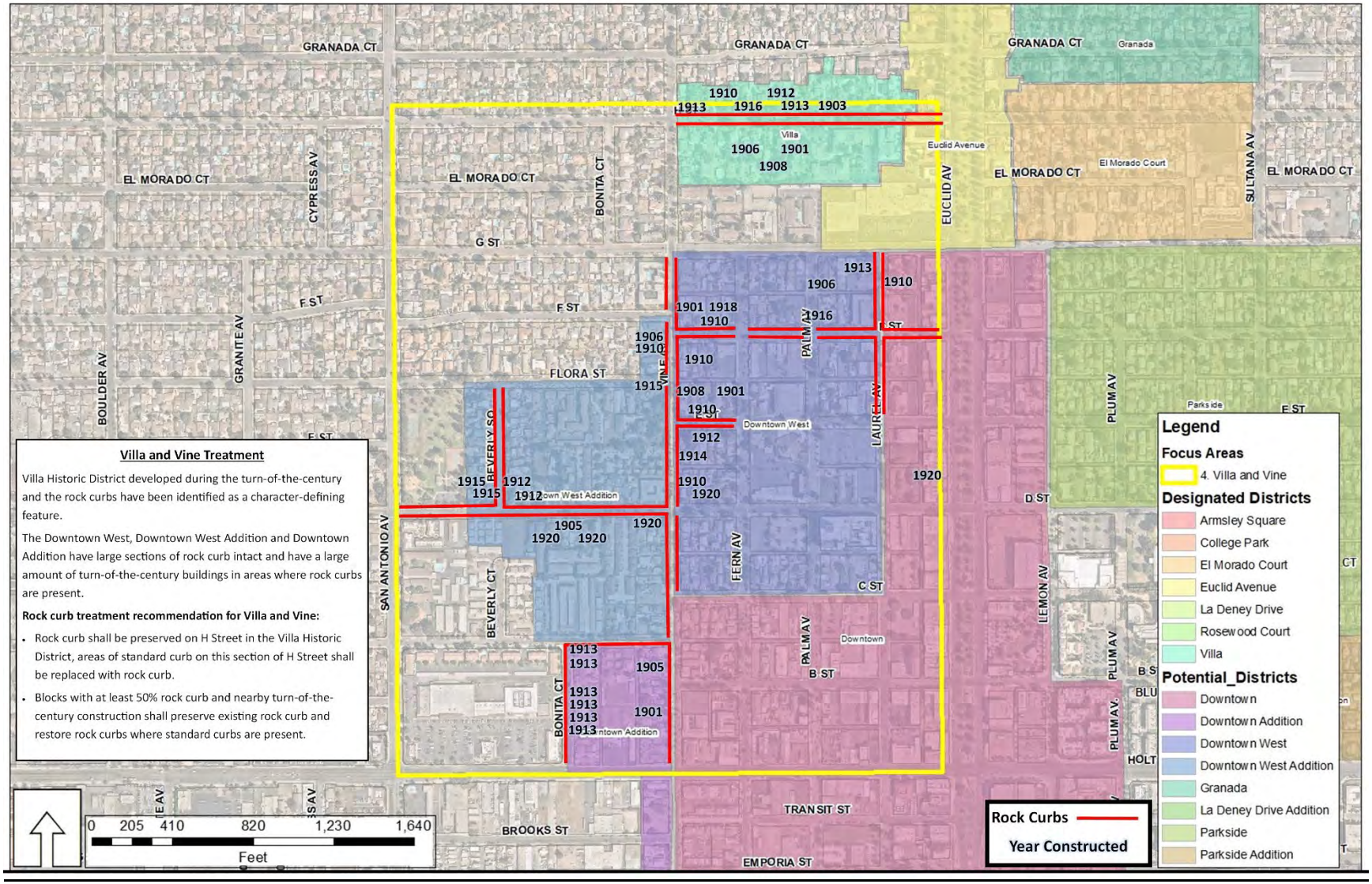


Exhibit J: Parkside District – Existing Rock Curb Conditions

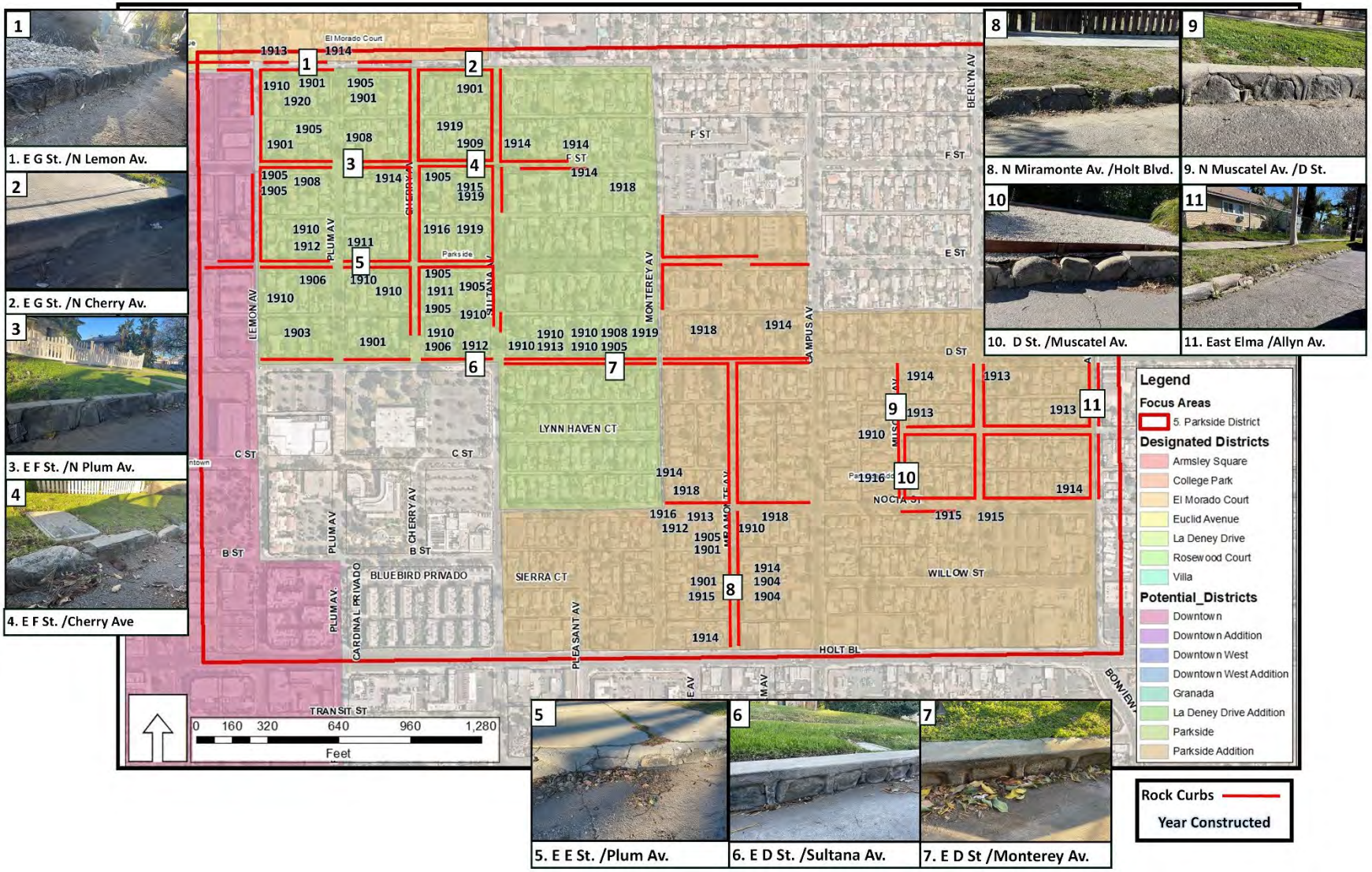


Exhibit K: Parkside District – Proposed Rock Curb Treatment

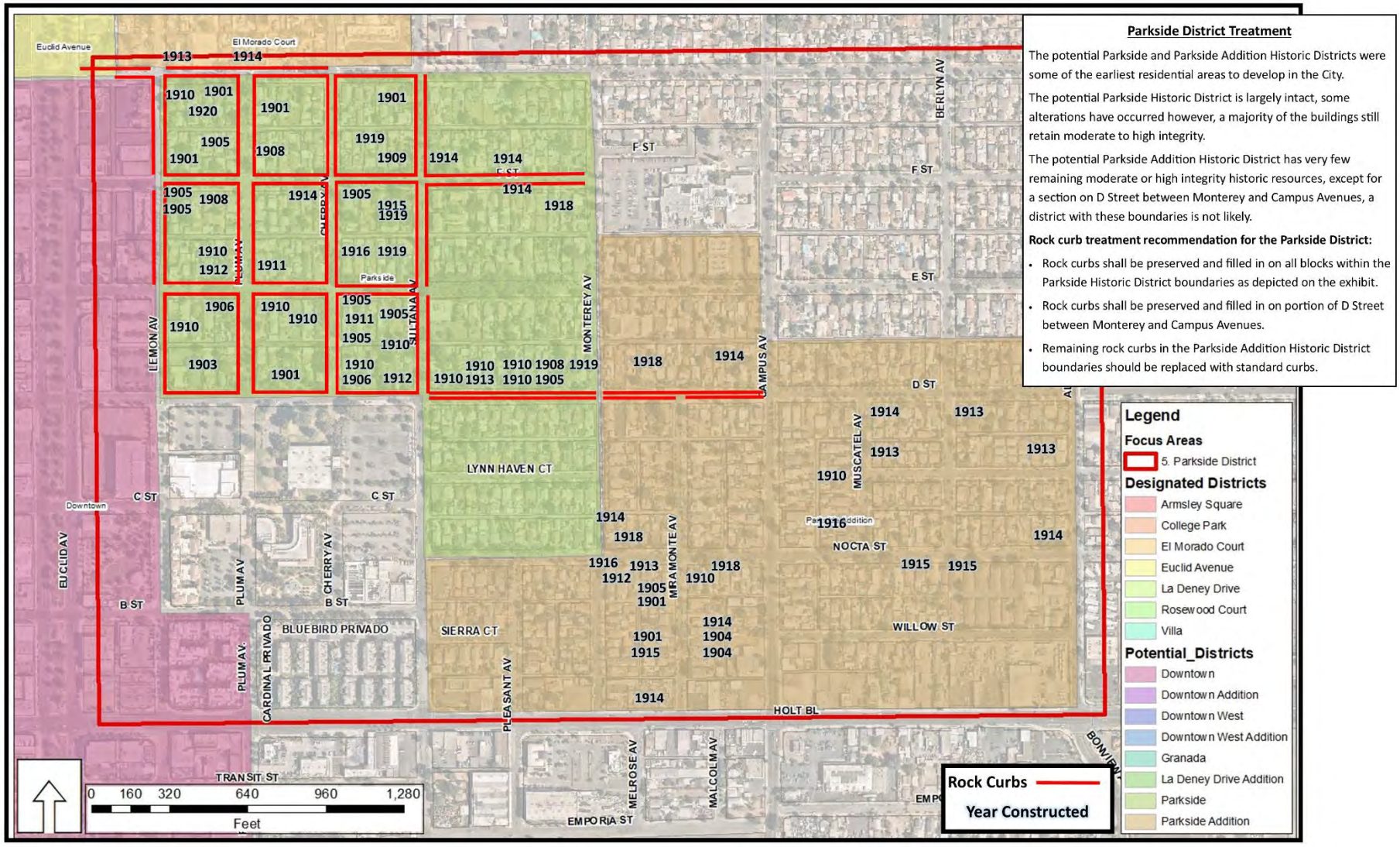
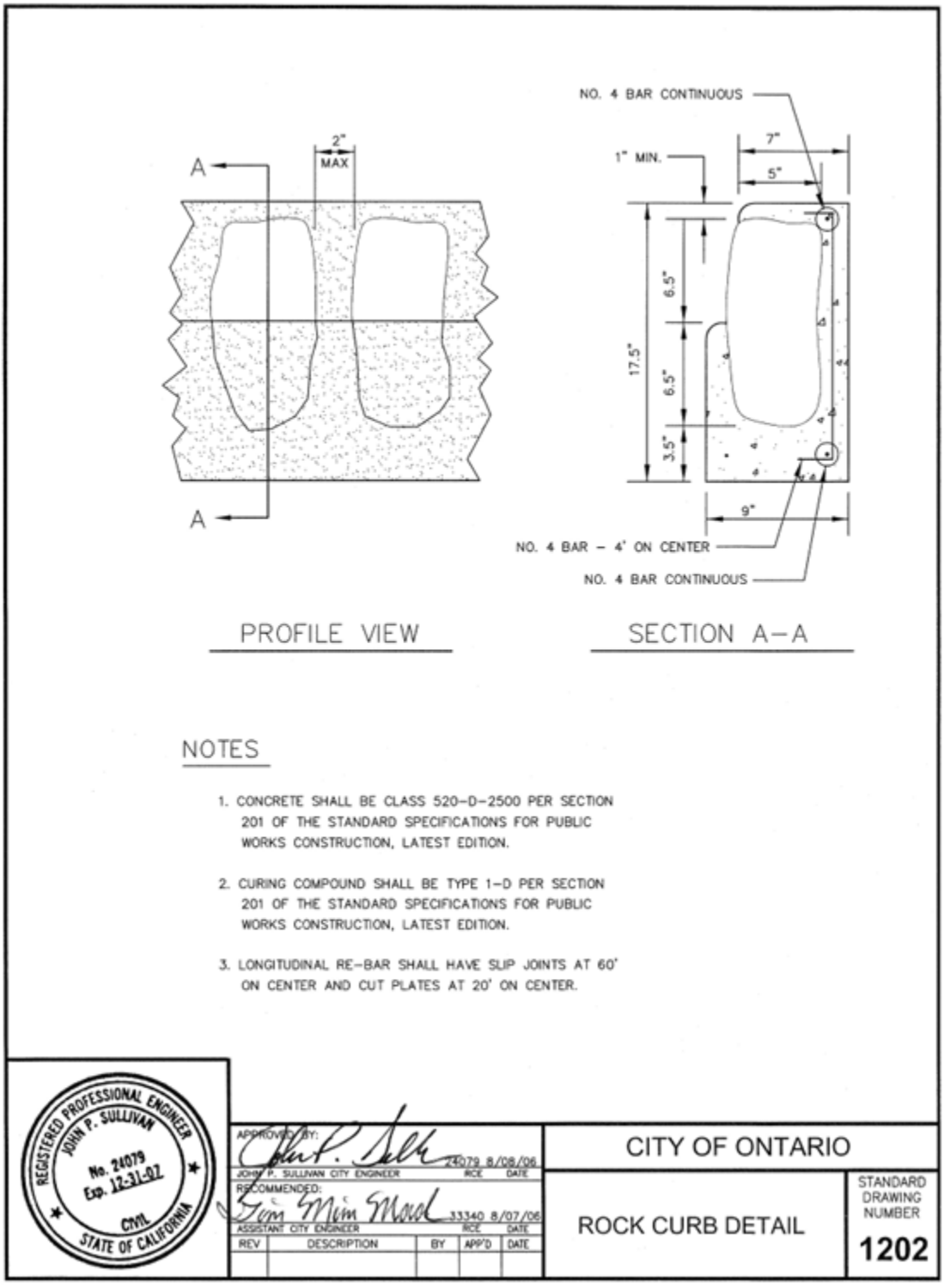


Exhibit L: Rock Curb Standard



Chapter 7.0:
Historic Preservation

Division 7.01—Historic Preservation

Division 7.01—Historic Preservation

Sections:

7.01.000: Purpose
7.01.005: Applicability
7.01.010: The Ontario Register of Historic Resources
7.01.015: Historic Rehabilitation Financing Program
7.01.020: California Historical Building Code (CHBC)
7.01.025: Incentives for Historic Preservation
7.01.030: Historic Preservation Mitigation Fee
7.01.035: Historic Preservation Trust Fund
7.01.040: Preservation Easements
7.01.045: Owner's Duty to Keep a Historic Resource in Good Repair
7.01.050: Ordinary Maintenance Repair
7.01.055: Unsafe or Dangerous Conditions
7.01.060: Enforcement and Penalties
7.01.065: Guidelines for the Treatment of Historic Properties

7.01.000: Purpose

The purpose of this Division is to specify significance criteria for the designation of historic resources, procedures for designation, and review procedures to:

A. Safeguard the character and history of the City, which is reflected in its unique culturally, historically, and architecturally significant structures and heritage, with emphasis on the "Model Colony," as recognized by an Act of Congress and presented at the St. Louis World's Fair in 1904;

B. Encourage and promote the adaptive reuse of the City's historic resources;

C. Enhance, perpetuate, and preserve architecturally and historically significant structures and promote revitalization of historic neighborhoods and commercial areas;

D. Ensure that the rights of the owners of historic resources are safeguarded;

E. Foster civic pride in the beauty and noble accomplishments of the past by promoting private stewardship of historic resources that represent these accomplishments;

F. Fulfill the City's responsibilities as a Certified Local Government under Federal preservation laws;

G. Promote the identification, documentation, and evaluation of the significance of individual historic resources and districts;

H. Implement the historic preservation goals, policies, and programs of the Policy Plan (General Plan) component of The Ontario Plan;

I. Promote the City as a destination for tourists and as a desirable location for business;

J. Promote public awareness of the value of rehabilitation, restoration, and maintenance of the existing building stock as a means to conserve reusable material and energy resources;

K. Recognize the City's historic resources as economic assets and provide economic financial incentives for historic preservation;

L. Stabilize and improve property values, and enhance the aesthetic and visual character, place making, diversity, and environmental amenities of the City's historic properties and areas;

M. Promote public knowledge, appreciation, and understanding of the City's past, and foster civic and neighborhood pride in the beauty and accomplishments of the past;

N. Promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of the City;

O. Recognize historic resources and protect areas of historic structures from encroachment of incompatible designs;

P. Promote public awareness of the benefits of preservation; and

Q. Encourage public participation in historic preservation, thereby increasing civic pride in the City's heritage.

7.01.005: Applicability

The provisions of this Division shall apply to all historic resources within the City, including improvements, buildings, structures, signs, features, historic districts, conservation zones, trees, or other objects of cultural, architectural, or historical significance to the City, State of California, the Southern California region, or the nation, which have been determined eligible for nomination or designation, and determined to be appropriate for historic preservation by the City.

7.01.010: The Ontario Register of Historic Resources

A. Purpose. The purpose of this Section is to establish an official local register, which includes an inventory of buildings, structures, sites, objects, and districts worthy of preservation due to their significance in history, architecture, archeology, engineering, and/or culture within the City.

B. Applicability. The Historic Preservation Subcommittee is hereby empowered to review evaluations of potential historic resources, which have been identified, recorded, and documented through a Historic Resource Survey, against criteria for local landmark and district designations for the purpose of approving or denying inclusion of a potential historic resource to the Ontario Register. The Historic Preservation Subcommittee shall be responsible for maintaining the Ontario Register.

C. Historic Resource Surveys. The City shall conduct, from time to time, a survey to identify properties that have the potential to become eligible historic resources, as well as areas and neighborhoods that, due to the geographic or thematic concentration of potential historic resources, have the potential to be historic districts. These properties, surveyed at the reconnaissance level pursuant to standards established by the California Office of Historic Preservation, are identified but not evaluated for historic significance, and, therefore, are not considered eligible historic structures or eligible historic districts.

D. **Eligible Historic Resources.** Any property or grouping of properties listed on the Ontario Register prior to September 1, 2003, or after September 1, 2003, surveyed at the intensive level pursuant to standards established by the California Office of Historic Preservation, and determined to meet the designation criteria for local historic landmarks or local historic districts set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Development Code, shall be determined by the Approving Authority to be an "eligible" historic resource.

E. **Historic Resources.** Those Improvements, buildings, structures, signs, features, Historic Districts, conservation zones, trees, or other objects of cultural, architectural, or historical significance to the City, State, Region, or the Nation, which have been determined to be eligible for nomination or designation and determined to be appropriate for historic preservation by the Approving Authority.

7.01.015: Historic Rehabilitation Financing Program

A. **Purpose.** The purpose of this Section is to establish a program of long term, low interest loans to finance the preservation, restoration, and rehabilitation of historic resources pursuant to the provisions of the Marks Historic Rehabilitation Act of 1976.

B. **Applicability.** The City hereby establishes a Historic Rehabilitation Financing Program pursuant to the provisions of the Marks Historic Rehabilitation Act of 1976. Any building, structure, object, or site that is eligible for funding pursuant to the Historic Rehabilitation Financing Program, shall be within a rehabilitation area, as defined in Subsection C (Rehabilitation Areas), below, and shall consist of one or more of the following:

1. The building, structure, object, or site shall be a designated local historic landmark;

2. The building, structure, object, or site shall be a contributing structure to a designated local historic district; or

3. The building, structure, object, or site shall be listed, or determined eligible for listing, on the California Register of Historic Resources or the National Register of Historic Places.

C. **Rehabilitation Areas.**

1. Original Downtown and Euclid Avenue Area. This area consists of the City's original downtown, and extends north to include the historic districts adjacent to Euclid Avenue, the boundary of which is as follows:

> *Beginning at the intersection of the centerlines of State Street and San Antonio Avenue, thence north to the northernmost city boundary, thence east to the centerline of Sultana Avenue, thence south to the centerline of G Street, thence east to the centerline of Campus Avenue, thence south to the centerline of State Street, thence west to the point of beginning.*

2. Guasti. This area consists of the Historic Guasti Winery, the boundary of which is as follows:

> *Beginning at the intersection of the centerline of Archibald Avenue and the Southern Pacific Railroad Mainline, thence east to a point 550.19 FT east of the*

centerline of Turner Avenue, thence north 492.08 FT, thence west to the centerline of Turner Avenue, thence north to the centerline of Interstate 10 (San Bernardino Freeway), thence west to the centerline of Archibald Avenue, thence south to the point of beginning.

D. Rehabilitation Requirements. Any building, structure, object, or site that is rehabilitated with funds from the Historic Rehabilitation Financing Program, shall comply with the following:

1. Rehabilitation Standards. Any rehabilitation must use the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, or Reconstructing Historic Buildings, and any local preservation and design guidelines.

2. Maintenance. Any building, structure, object, or site rehabilitated with funding from the Historic Rehabilitation Financing Program shall be maintained for a period of at least 10 years, beginning on the date of completion of the rehabilitation.

E. Advisory Board. An advisory board shall be established pursuant to, and in accord with, the provisions of State law, if and when the implementation of the provisions of this Section are deemed warranted.

7.01.020: California Historical Building Code (CHBC)

The CHBC provides alternative building regulations to address unique construction issues inherent in the maintenance, rehabilitation, preservation, restoration, adaptive reuse, or relocation of structures surveyed and identified as a historic resource. The CHBC may be used for any historic resource in the City's building permit procedure.

7.01.025: Incentives for Historic Preservation

A. Purpose. The purpose of this Section is to allow for the use of certain incentives to support the preservation, maintenance, and appropriate rehabilitation of the City's designated historic resources.

B. Applicability.

1. Qualifying Properties. Preservation incentives shall be made available to owners of the following types of properties:

a. Properties listed on the National Register of Historic Places;

b. Properties listed on the California Register of Historic Resources;

c. Properties designated as Local Historic Landmarks; or

d. Properties that are contributing structures within designated local historic districts.

2. Qualifying Projects. The below-listed project types shall be eligible for the receipt of preservation incentives. Qualifying project types shall comply with the *Secretary of the Interior's*

Standards for the Treatment of Historic Properties and shall be approved by the City's Historic Preservation Commission.

a. Restoration or exterior rehabilitation that includes the restoration, repair, or replacement, in kind, of significant architectural features, and that complies with the Secretary's Standards;

b. Roof replacement with similar material, or repair and replacement of roofing where the roof is a significant architectural feature;

c. Relocation to another site;

d. Restoration of designated interior spaces, which complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties;

e. Seismic reinforcement or structural rehabilitation;

f. Replacement of building systems that will further the preservation of the historic resource; or

g. Additions (eligible for development incentives only).

C. Types of Incentives. The below-listed incentives may be used for the eligible projects identified in Subsection B (Applicability) of this Section.

1. Economic and Financial Incentives. The following economic and financial incentives may be applied to a project following approval by the Historic Preservation Commission or the Historic Preservation Trust Board of Trustees, as applicable, and approval by the City Manager or the City Council, as applicable:

a. Grants or loans approved through the Historic Preservation Trust pursuant to Section 7.01.030 (Historic Preservation Trust Fund) of this Division;

b. Approval of a Mills Act contract pursuant to Section 4.02.070 (Historic Preservation—Mills Act Contracts) of this Development Code;

c. Approval of funding through the Historic Rehabilitation Financing Program pursuant to Section 7.01.015 (California Historical Building Code) of this Division;

d. Grants or loans through other City funding sources, including, but not limited to, redevelopment and housing funds;

e. Preservation easements;

f. Reduction or elimination of building plan check or permit fees;

g. Reduction or elimination of development impact fees;

h. Reduction or elimination of any other applicable City fees; or

i. Federal rehabilitation tax credits (applied through the California Office of Historic Preservation).

2. Development Incentives. The following development incentives to be applied to the project:

a. *California Historical Building Code*. Use of the CHBC pursuant to Section 7.01.015 (California Historical Building Code) of this Division.

b. *Parking Reduction*. For existing single-family dwellings with a one-car garage, the Planning Director may waive the requirement for 2 off-street parking spaces within a garage when adding floor area, if an existing one-car garage contributes to the significance of the property and/or district, and the existing garage is in good condition, or, if deteriorated, will be returned to good condition as part of the work to add new living space to the residence.

c. *Setback Reductions and Increases in Maximum Building Height*. The Planning Director may grant reductions in required building setbacks or increases in the maximum allowed building height when the setback reduction or increase in allowed building height allows for the restoration of a character-defining feature, or allows character-defining features to be replicated in additions to historic structures. In no case, however, shall a reduction in a setback be granted when the reduction will cause an adverse effect to the property or neighboring property, or cause an adverse effect to the character of the neighborhood or district.

7.01.030: Historic Preservation Mitigation Fee

A. Purpose. The purpose of this Section is to establish the Historic Preservation Mitigation Fee whereby the impacts resulting from the demolition (either in part or whole) of historic resources may be lessened by the collection of fees that will provide a source of funds for the conservation, preservation, restoration, and rehabilitation of historic resources within the City.

B. Applicability.

1. A mitigation fee, in an amount established by this Section, shall be paid prior to the issuance of any permit for demolition, whether in whole or in part, of any historic resource, including accessory buildings and structures that do not contain living space, such as garages and workshops, which contribute to the historic significance of a property. The mitigation fee shall be deposited in the Historic Preservation Trust Fund established pursuant to Section 7.01.030 (Historic Preservation Trust Fund) of this Division.

2. The Historic Preservation Commission may reduce the amount of mitigation fee to be paid if it can be clearly established that the amount of fee to be paid would amount to a regulatory taking of property.

3. Additions and accessory buildings and structures determined not to be contributing to the significance of the property shall not be assessed a mitigation fee.

4. The mitigation fee structure shall be based on the most current International Code Council (ICC) Building Valuation Data. Fees can range from 10 to 30 percent of the square foot cost to construct the building or structure that is being demolished. The square foot construction cost is determined by the construction type (building occupancy group) of the demolished building or structure. The percentage (or fee amount) that is assessed is determined by historic significance and is applied to the cost per square foot of the building or structure that is being demolished.

a. The mitigation fee for historic resources listed on the Ontario Register shall be determined based upon a 3-tier system, established pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Development Code, which ranks historical resources within the City, based upon their size, type, and significance. Tier III historic resources are 10 percent, Tier II are 20 percent, and Tier I are 30 percent of the price per square foot construction cost as established in the most current ICC Building Valuation Data.

b. The mitigation fee for historic resources determined through survey evaluation, completed by individual(s) meeting the Secretary of the Interior Professional Standards, which are not listed in the Ontario Register, shall be determined by the level of historic integrity. Moderate-level integrity shall be 10 percent and high-level integrity shall be 20 percent of the price per square foot construction cost as established in the most current ICC Building Valuation Data.

7.01.035: Historic Preservation Trust Fund

A. **Purpose.** The purpose of the Historic Preservation Trust Fund is to provide funding, under direction of the City Council, for the conservation, preservation, restoration, and rehabilitation of historic resources within the City.

B. **Applicability.** The Historic Preservation Trust Fund is hereby established as means to receive, recycle, and replenish monies to assist the funding of historic preservation projects within the City. All funds deposited in the Historic Preservation Trust Fund shall be used solely for the conservation, preservation, restoration, and rehabilitation of historic resources, as provided in this Section.

C. **Trust Fund Administration.**

1. The City Council shall have authority for establishing policy for Historic Preservation Trust Fund expenditures.

2. The Historic Preservation Commission shall have authority to make recommendations to the City Council regarding grant and loan applications, acquisition of property, contracts and lease agreements, and any other action or activity necessary or appropriate to implement its powers or duties to fulfill the objectives of the Historic Preservation Trust Fund.

3. The City Manager, or designee of the City Manager, shall serve as financial administrator of the Historic Preservation Trust Fund and shall be responsible for management of its finances, which shall be carried-out pursuant to all applicable federal, State and local laws.

4. The Planning Director, or designee of the Planning Director, shall serve as program administrator of the Historic Preservation Trust Fund and shall be responsible for its day-to-day management and operations.

D. **Historic Preservation Trust Fund Proceeds.**

1. Deposits. All funds received by the City for historic preservation purposes shall be deposited in the Historic Preservation Trust Fund. The City's Fiscal Services Department may establish separate accounts within the Trust Fund for the purpose of separating deposits according to their origin or intended purpose.

2. Grants, Gifts, and Donations. In addition to any public funds appropriated expressly for the purpose of this Subsection, the program administrator may apply for grants, gifts, donations, subventions, rents, royalties, and other financial support, or real or personal property, from private sources, pursuant to City policies. All money received from private sources shall be deposited in a separate account established pursuant to Paragraph D.1 (Deposits), above, and shall be appropriated to the program administrator for expenditures for historic preservation projects pursuant to this Section.

3. Deposit of Proceeds from Any Lease, Rental, Sale, Exchange, or Transfer of Real Property. All proceeds from any lease, rental, sale, exchange, or transfer of real property, or any interest therein or option thereon, shall be deposited in the Historic Preservation Trust Fund, together with any other reimbursements, repayments, and income received by the program administrator.

E. Historic Preservation Trust Fund Program Activities.

1. Properties.

a. *Acquisition.* Pursuant to State Property Acquisition Law (GC Section 15850 et seq.), the City may acquire, fee title, or any lesser interest, in any real property whose preservation is required to meet the policies and objectives of the City's historic preservation program. The City may accept gifts or dedications of real property and may enter into an option to purchase real property in order to meet the purposes of this provision.

b. *Agreements for Preservation and Management.* In order to carry out historic preservation projects, the financial administrator may initiate, negotiate, and participate in agreements with public agencies, nonprofit organizations, private entities, or individuals for the preservation and management of historic resources under their control, and enter into any other agreements authorized by state law, as approved by the City Council.

c. *Real Property Transactions; Authorization.* Notwithstanding any other provision of federal, State or local law, the financial administrator may lease, rent, sell, exchange, or otherwise transfer any real property acquired under this section, or interest therein or option to purchase, provided that the City Council first determines that the action is in the best interests of the City.

d. *Acquisition, Conservation, Return, and Transfer of Title.*

(1) The City Council may acquire any interest in real property pursuant to Paragraph E.1 (Properties) of this Section, with historic (including archaeological) significance, or necessary for the preservation or management of a property, in order to prevent the loss of historic integrity, prevent imminent destruction, or to otherwise secure the preservation of the historical resource.

(2) The program administrator may undertake conservation or preservation activities for historic resources acquired Pursuant to this Section.

(3) The program administrator shall encourage, to the greatest extent feasible, the acquisition of historic resources by other qualified purchasers.

(4) The City Council shall take all feasible action to return or transfer title to historic resources, to a nonprofit organization, another public agency, private entity, or individual, for all properties acquired for historic resource preservation pursuant to this Section.

2. Loans and Grants. Money in the Historic Preservation Trust Fund shall be available, upon recommendation of the Historic Preservation Commission and appropriation by the City Council, for all loans and grants to public agencies, nonprofit organizations and private entities, to carry out the purposes of this Section.

a. *Qualifying Properties.* The City Council may award a grant or loan for properties that are designated a local historic landmark or a contributing structure in a designated local historic district, or are listed on the California Register of Historic Resources or the National Register of Historic Places, excepting those projects that are "interpretative," as described in Subparagraph E.3.c (Interpretive Projects) of this Section.

b. *Agreements.* No loan or grant shall be made except pursuant to an agreement with the City, and subject to terms and conditions approved by the City Council, upon recommendation of the Historic Preservation Commission, which shall ensure that each requested loan or grant carries out the purposes of this Section.

c. *Authorization to Contract and Issue Grants or Loans.* The financial administrator may, upon City Council approval, enter into contracts and make grants or loans with public agencies, nonprofit organizations, or private entities, to further the purposes of City's historic preservation program, and to carry out activities for this purpose.

d. *Matching Funds.* All grants and loans should include a cash match for the historic preservation project. Guidelines for determining the amount of required matching funds, if any, shall be adopted by resolution of the City Council. Donated materials and services, staff salaries and organizational overhead costs may be eligible sources of match. The City Council may waive the matching funds requirement.

e. *Excess Funds.* After completion of a historic preservation project, a grant or loan recipient shall return to the Historic Preservation Trust Fund, the amount of the grant or loan that exceeds the eligible project's costs

3. Qualifying Projects for Competitive Grants and Loans. Competitive Grants and loans are hereby established for the following project types:

a. *Construction Projects.* Construction projects include the preservation, restoration, exterior rehabilitation, or rehabilitation of the foundation, structural, electrical, or plumbing systems of a historic resource. Qualifying construction projects do not include new additions, routine maintenance such as simple, small-scale activities requiring only minimal skills or training associated with regular (daily, weekly, monthly, etc.) and general upkeep of a property against normal wear and tear), reconstruction, demolition, or relocation;

b. *Planning Projects.* Planning projects identify, document, and record historic resources according to applicable local, state, and federal standards, and/or contribute to the development of the City's historic context, and/or contribute to the development of a Historic Structures Report, Building Conditions Assessment, conservation plan or preservation plan; and

c. *Interpretative Projects.* Interpretative projects consist of the creation of interpretative media to educate the public on the City's history and/or historic resources.

4. Project Selection Criteria. The award of a grant or loan for a historic preservation project shall be based upon consideration of the following criteria:

a. Level of historic significance of the resource, based upon the Tier Designation;

b. Level of urgency for the project to avoid the loss of a historic resource;

c. Value of improvement to ensure preservation of the historic resource;

d. Overall benefit to the community through the public's ability to observe and experience the historic resource;

e. Ability to match funds, if required; and

f. Level of professional qualifications for administrating project to demonstrate the ability to successfully complete the project.

5. Qualifying Projects for Emergency Non-Competitive Grants and Loans. In the event that a historic resource is in need of immediate and unanticipated work to prevent its demolition resulting from an unforeseen disaster, such as fire, flood, wind, earthquake or other calamity, the public enemy, or other cause that is beyond the control of the property owner and could not otherwise have been prevented by reasonable care and maintenance of the structure, the City Council may establish a non-competitive emergency grant and/or loan for the following emergency project types, which are not otherwise covered by property owner insurance:

a. Securing, shoring and/or stabilizing a historic resource;

b. Abatement of hazardous health materials and sources which lead to structural deterioration; and

c. Preparing a historic Structure Report and/or Preservation Plan approved by Planning Director.

7.01.040: Preservation Easements

Preservation easements on the facades of buildings designated historic resources may be acquired by the City, or on the City's behalf, by a nonprofit group designated by the City through purchase, donation, or condemnation pursuant to Section CC 815.

7.01.045: Owner's Duty to Keep a Historic Resource in Good Repair

A. **Purpose.** The purpose of this Section is to ensure the upkeep and maintenance of historic resources within the City by their owner or other responsible party.

B. **Applicability.** It shall be the duty of the owner of a historic resource, or any such person responsible for upkeep and maintenance of a historic resource other than the property owner, to keep in good repair, all exterior and interior features of such historic resources, which if not

maintained, may cause or tend to cause the exterior features of such resources to deteriorate, decay, become damaged, or fall into a state of disrepair.

C. Protection against Deterioration, Damage, and Decay. The owner of a historic resource, or any such person responsible for upkeep and maintenance of a historic resource other than the property owner, shall preserve such historic resource against deterioration, damage, and decay, and further, shall keep such historic resource free from structural defects through the prompt repair of the below-listed items:

1. Facades that may fall and injure a member of the public or property;

2. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls, or other vertical structural supports;

3. Members of ceilings, roofs and roof supports, or other horizontal members that age, split, or buckle due to defective material or deterioration;

4. Deteriorated or insufficient waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors;

5. Defective or insufficient weather protection for exterior wall covering, including lack of paint, or weathering due to lack of paint or other protective covering; and/or

6. Any fault or defect in the building, which renders the building not properly watertight or structurally unsafe.

D. Failure of Owner to Comply with this Section. A Certificate of Appropriateness shall not be issued for the demolition of a historic resource resulting from failure of the owner to comply with the provisions of this Section.

E. Enforcement of this Section. It shall be the duty of the Building Official to enforce this Section with guidance from the Historic Preservation Commission.

7.01.050: Ordinary Maintenance Repair

Nothing in this Division shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature within or on any property covered by this Division, which does not involve a change in design, material, or external appearance thereof (refer to Section 7.01.065 (Guidelines for the Treatment of Historic Properties)).

7.01.055: Unsafe or Dangerous Conditions

Nothing contained in this Division shall prohibit the construction, alteration, restoration, demolition, or relocation of any historic resource when such action is required to protect the public safety due to an unsafe or dangerous condition, which cannot be rectified through use of the CHBC. In such case, upon assessment and recommendation by the Building Official, the Planning Director shall certify to the Historic Preservation Commission that such condition exists, which shall not require the issuance of a Certificate of Appropriateness.

7.01.060: Enforcement and Penalties

In addition to the requirements of Section 1.02.010 (Enforcement) of this Development Code, the following enforcement and penalty provisions shall apply:

A. **Misdemeanor.** Anyone violating a requirement of this Division or failing to obey an order issued by the Historic Preservation Commission or Historic Preservation Subcommittee, or comply with a condition of approval of any certificate or permit issued pursuant to this Development Code shall be guilty of a misdemeanor, unless the citing official or the prosecuting attorney determines that it would be in the interests of justice to prosecute the offense as an infraction.

B. **Demolition of a Historic Resource in Violation of this Division.** Any alteration or demolition (including partial demolition) of a historic resource in violation of this Division is expressly declared to be a nuisance and shall be abated by restoring or reconstructing the property to its original condition prior to the violation. Any person or entity who demolishes or substantially alters or causes substantial alteration or demolition through deferred maintenance of a structure in violation of the provisions of this Division, shall be liable for civil penalties.

C. **Temporary Moratorium.** Alteration or demolition (including partial demolition) of a historic resource in violation of this Division shall authorize the City to issue a temporary moratorium for the development of the subject property for a period not to exceed 24 months from the date the City becomes aware of the alteration or demolition in violation of this Development Code. The purpose of the moratorium is to provide the City an opportunity to study and determine appropriate mitigation measures for the alteration or removal of the historic structure, and to ensure measures are incorporated into any future development plans and approvals for the subject property. Mitigation measures determined by the Planning Director, Historic Preservation Subcommittee, and/or Historic Preservation Commission, shall be imposed as a condition of any subsequent permit for development of the subject property.

D. **Notification of Violation(s) and Assessment of Civil Penalties.**

1. The Planning Director shall issue a Notification of Violation and Assessment Civil Penalties to the applicant, property owner, or entity responsible for the property of the alleged violation(s). The Notification of Violation and Assessment Civil Penalties shall include a description of the conditions that gave rise to the violation(s), and the civil penalties to be assessed pursuant to this Section. The notification shall be served by certified mail or may be delivered.

2. In the case of demolition (including partial demolition), the civil penalty to be assessed shall be equal to one-half the assessed value of the historic resource prior to the demolition. The assessed valuation prior to demolition shall be determined using the most recently published International Code Council (ICC) Building Valuation Data. In the case of alteration, the civil penalty shall be equal to one-half the cost of restoration of the altered portion of the historic resource. The cost of restoration shall be determined by the Building Official.

3. Upon payment of civil penalties, building and construction permits, and/or a Certificate of Occupancy, may be issued.

4. All monies collected pursuant to this Section shall be deposited into the City's Historic Preservation Trust Fund.

E. Appeal of Assessed Civil Penalties.

1. An appeal of a civil penalty may be filed with the Planning Department on a City application form, within 10 days following the date of the Notification of Violation and Assessment Civil Penalties issued pursuant to Paragraph D.1 of this Section. The appeal shall include a statement identifying the specific violation and civil penalty that is being appealed, the specific grounds for the appeal, and the relief requested from the Planning Director.

2. Within 45 days following receipt of an appeal, the Planning Director shall hold a hearing, which is open to the public, to hear and consider objections and/or protest of the alleged violation(s) and assessment of civil penalties stated in the appeal application. The Planning Director shall hear and receive all evidence and testimony relative to the violation(s) and assessment of civil penalties and shall consider all evidence. Within 15 days following conclusion of the hearing, the Planning Director shall render a decision in writing, determining the amount (if any) of civil penalties to be assessed. The decision of the Planning Director shall be final and conclusive in the absence of the filing of an appeal.

3. The Planning Director's decision may be appealed to the City Manager. The appeal shall be filed with the Planning Department on a City application form, within 10 days following issuance of the Planning Director's decision.

4. Within 30 days following receipt of the appeal of the Planning Director's decision, the City Manager shall hold a hearing, which is open to the public, to hear and consider the evidence and reasons not to uphold the Planning Director's decision. Within 15 days following conclusion of the hearing, the City Manager shall render a decision in writing, determining the amount (if any) of civil penalties to be assessed. The decision of the City Manager shall be final and conclusive.

F. Injunctive Relief. The City Attorney may maintain an action for injunctive relief to restrain a violation or cause, where possible, the complete or partial restoration, reconstruction or replacement of any structure demolished, partially demolished, altered, or partially altered in violation of this Division.

7.01.065: Guidelines for the Treatment of Historic Properties

A. In order to ensure that Ontario's historic resources are preserved for future generations, any proposed work on a historic resource shall follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*. The standards were developed by the federal government to be guiding principles regarding the treatment of historic properties.

B. In addition to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*, any proposed work on a historic resource shall follow the standards and guidelines set forth by Division 6.01 (District Standards and Guidelines) of this Development Code, and the design guidelines established by Subsection D (Historic Preservation Design Guidelines) of this Section, as applicable.

C. The design guidelines referenced in this Section shall be enforceable in the same manner and to the same extent as any other provision of this Development Code.

D. The following design guidelines are intended to assist the designer in understanding the City's goals and objectives for the applicable development type. Furthermore, the guidelines are intended to compliment the mandatory development regulations contained in this Development Code by providing examples of potential design solutions and recommendations, and by providing design interpretations of the various mandatory regulations contained herein.

1. Additions.

a. *Converting Existing Space.* Using existing areas of the structure can provide additional usable square footage. Conversions of basements and attics to habitable space are the most preferred way of adding square footage. Consider introducing dormers to facilitate conversions. Small bays, if strategically spaced and in keeping with the overall design of the house, can accommodate more habitable space while maintaining the integrity of the overall design.

b. *New Construction.* All new construction shall be consistent with the existing structure. Large additions should be placed at the rear or side of structures to minimize visual impacts. New additions should be handled in one of two ways: **[i]** seamless additions that form a new dominant building mass consistent with the historic style and uses materials and architectural designs indistinguishable from what exists; and **[ii]** accented additions that express a new building projection as an additive element, reinforcing the identity of the original building, and is made from compatible, but not necessarily identical materials.

(1) New construction along the front of a building should generally maintain the proportion and arrangement of openings, projections, and other features.

(2) Upper-story additions are discouraged unless they are consistent with the original design and character of the house style.

(3) The architectural style shall be consistent with the original structure and shall use material similar to those used on the main structure, including siding treatment, windows, doors, trim, roof pitch, etc.

(4) Details on the addition shall match the architectural details on the original structure such as latticework projecting beams, etc.

c. *Garages and other Accessory Structures.* Garages and other accessory structures shall be consistent with the historic character of the main structure.

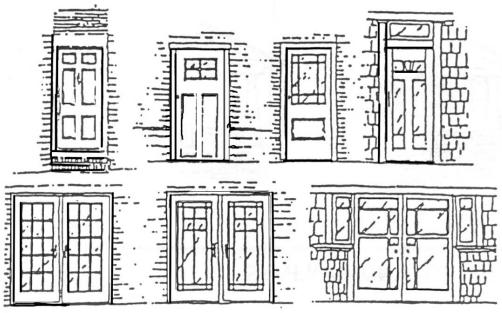
(1) The architectural style shall be consistent with the main structure and shall use material similar to those used on the main structure, including siding treatment, windows, doors, trim, roof pitch, etc.

(2) Details on the accessory structure shall match the architectural details on the main structure such as latticework, projecting beams, etc.

(3) Garages shall be located to the rear of the property and detached from the main structure.

2. Architectural Features.

a. *Common Features.* Traditional buildings and houses have many common features, regardless of the style of architecture.



Door Examples

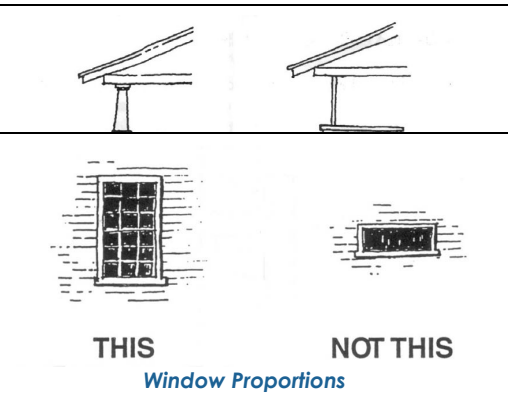
- Raised front porch;
- Massed columns on porch supports;
- Vertical orientation of windows;
- Window and door trim;
- Garage door (facing street) treatment (recessed, windows, ornamentation, etc.);
- Consistency of materials and colors with style of architecture;
- Detailed porch supports and railings;
- Dormers;
- Chimney;
- Balconies;
- Window Boxes; and
- Ornamentation (grill work over windows, tile accents, pop outs, relief bands, etc).

b. *Doors.* Traditional doors relate to the style of architecture of the building. Shown top right, are examples of door styles.

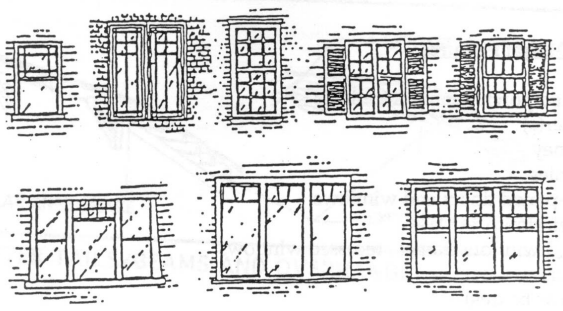
c. *Windows.* Traditional windows relate to the style of architecture of the building. Shown bottom right, are examples of window styles.

d. *Architectural Styles.* Architectural styles should be used for new development that is compatible with the architecture of the neighborhood. Refer to Reference "B" (Architectural Styles Guide) of this Development Code for an architectural styles guide containing a list of architectural styles and some common features found with the style. This list of architectural styles has been developed with the assistance of the California Office of Historic Preservation and these styles are the only styles approved, except where noted, for use with Historic Resource Surveys. The list is based on the following books about California Architecture:

- The Guide to architecture in San Francisco and Northern California by David Gebhard, Robert Winter and Eric Sandweiss.
- Guide to the Architecture of Los Angeles and Southern California by David Gebhard and Robert Winter.



Window Proportions



Window Examples

The list of architectural styles has been revised to include only those styles either present in Ontario, or those styles, which could be used for infill development. In addition, the descriptive drawings are taken from the following books:

- A Field Guide to American Houses by Virginia & Lee McAlester; an American Shelter by Lester Walker

3. Wood Siding and Architectural Details.

a. *Preservation.* All original wood siding and architectural details should be identified, retained, and preserved. All wall coverings that hide original wood siding and architectural details should be removed.

b. *Protection.* All causes of wood siding and architectural detail deterioration should be identified, evaluated and treated. Causes may include faulty flashing, leaking gutters, breaks and cracks, open joints, deteriorated caulking and sealants, insect or fungus infestation, and deteriorated coating such as paint or stain,

c. *Cleaning.* All deteriorated paint or stain should be removed by the gentlest method possible such as hand scraping, hand sanding, hot air heat guns, and chemical strippers. Paint shall not be removed by the propane butane torches, sandblasting, or water blasting. All wood surfaces that have had paint or stain removed shall be given new coatings to protect the wood.

d. *Repairs.* All deteriorated wood elements that cannot be repaired shall be removed. All removed wood elements shall be replaced with new wood details that match the size, shape and profile of the original element.

4. Concrete Walls.

a. Preservation. All original exterior concrete walls should be identified, retained and preserved. All original finish materials and coatings that have been applied should be identified.

b. *Protection.* All causes of concrete deterioration should be identified, evaluated and treated. Causes may include exposed steel reinforcing members or metal ties that are rusting, cracked broken concrete, flat surfaces that permit water to penetrate concrete, faulty flashing, and leaking gutters

c. *Cleaning.* All concrete walls shall be cleaned with gentle methods that will not damage the plaster finish or concrete surface such as water and detergents applied with natural bristle brushes and low water pressure. After adequate testing, other cleaning methods, such as liquid chemical cleaners, that do not damage the concrete or cause ecological damage, high pressure water, and paint removal strippers may be permitted. Sandblasting is not permitted.

d. *Repairs.* All rusted steel reinforcing and metal ties shall be removed. All broken and loose concrete shall be removed. All concrete shall be patched using appropriate repair procedures all original finish materials shall be repaired.

e. *Replace Missing Concrete Details.* All missing or broken concrete details shall be replaced with new details that match the size, shape, color, and texture of the original detail.

5. Masonry Walls.

a. *Preservation.* All original exterior masonry walls should be identified, retained, and preserved. All finish materials and coatings that have been applied should be identified.

b. *Protection.* All causes of concrete deterioration should be identified, evaluated, and treated. Causes may include deteriorated roofs, insufficient drainage, deferred pointing, application of coatings and finish materials, faulty flashing, and leaking gutters.

c. *Cleaning.* All concrete walls shall be cleaned with gentle methods such water and detergents applied with natural bristle brushes and low water pressure as not to cause damage to the masonry or mortar. After adequate testing, cleaning methods such as liquid chemical cleaners that do not damage the masonry or mortar or cause ecological damage, high pressure water, and paint removal strippers may be permitted. Cleaning methods such as sandblasting, acid wash on limestone and marble, and metal bristle brushes are not permitted. Prior to initiating the work, all cleaning procedures should be tested to ensure that the masonry will not be damaged.

d. *Pointing Repair.* Deteriorated pointing will be repaired when it is identified. Deteriorated mortar will be removed using hand tools. Power tools shall not be used to remove deteriorated pointing. The new mortar should match the strength of the original. The new mortar should match the color, texture and style of the original mortar. The new pointing shall match the width and profile of the original.

e. *Repairing the Masonry.* Masonry units shall be replaced with new masonry units that match the size, texture and color of the original material. Broken masonry units should be patch rather than replaced.

f. *Replacing Masonry*. All missing or broken masonry units that cannot be repaired shall be replace with masonry units that match the size, shape, color and texture of the original detail.

6. Architectural Metals.

a. *Preservation.* All original metal architectural features should be identified, retained and preserved. Metal architectural features which are important in defining the historic character of the building shall not be removed.

b. *Protection.* All causes of metal corrosion should be identified, evaluated and treated. Causes may include exposing bare metal to water and moisture, deterioration of protective coatings, and galvanic action between two incompatible metals.

c. *Cleaning Non Ferrous Materials and Alloys.* The type of metal material shall be identified in order to determine the type of cleaning to be used. Non-ferrous metals (lead, tin, copper, zinc) whose natural patina should be preserved shall be identified. Non-ferrous materials with a natural patina shall have cleaned using gentle methods used in order to clean the surface without damaging the patina or coating. Alloys that may require protective coatings shall be identified. A gentle cleaning method that will not abrade the protective coating shall be used.

d. *Cleaning Ferrous Metals.* The type of ferrous material (cast iron, wrought iron, steel) shall be identified. The type of coating and condition of metal shall be determined. Hand scraping shall be used to remove corrosion and deteriorated paint. Low pressure grit blasting may be used to remove corrosion and coatings when hand scraping is ineffective. Cleaned ferrous metals should be painted immediately with a corrosive resistant coating.

e. *Repair.* Metal features that are broken or dented shall be repaired. Metal features that are broken or dented shall not be replaced.

f. *Replacement.* Metal features that are too deteriorated to be repaired should be replaced. The original metal feature shall be used as a model for the new feature. Missing features shall not be replaced with details that do not convey the same visual appearance.

7. Exterior Plaster (Stucco).

a. *Preservation.* All original exterior plaster features should be identified, retained and preserved. Original exterior plaster features that are important in defining the overall historic character of the building shall not be removed.

b. *Protection.* All causes of plaster deterioration should be identified, evaluated and treated. Causes may include leaking roofs, faulty flashing, leaking gutters, broken concrete substrate, deteriorated or rusted metal lath, and deteriorated wood members.

c. *Cleaning.* All plaster shall be cleaned with gentle methods that will not damage the plaster. Use water and detergent with a soft natural bristle brush. Cleaning methods such as sandblasting or high pressure water are not permitted.

d. *Repairs.* All types of deterioration shall be identified such as spalling, broken, or cracked plaster and missing plaster details. All deteriorated substrate material shall be removed. All plaster shall be patched using industry approved repair procedures and materials. Where a large area of plaster needs to be replaced, the adjacent panel should be completely replaced in order to avoid a patched appearance.

8. Roofs.

a. *Preservation.* All original character defining features of the roof should be identified, retained and preserved. Features include shape, slope, roofing materials, and decorative details. The original defining features that have been removed or altered should be identified. The character defining features of the roof shall not be altered. Sound character defining features of the roof shall not be removed.

b. *Protection.* All causes of roof deterioration should be identified, evaluated and treated. Causes may include blocked drains and gutters, moisture condensation, faulty flashing, overhanging tree limbs, insect and fungus infestation, deteriorated roofing material, faulty application of roof fasteners, and deteriorated fasteners.

c. *Repairs.* All features shall be repaired with similar materials.

d. *Replacement.* All features that are not repairable shall be replaced. The deteriorated elements of the roof should be replaced with new material that preserves the overall

shape and slope of the roof. Materials that do not convey the visual appearance of the original roof shall not be used.

e. *Additions to Buildings.* Roofs over additions should retain the character defining features of the original roof.

f. *Additions to Original Roofs.* Mechanical or solar collection should be installed do that they are not visible from the public right of way. Unless an original decorative feature on a house, downspouts should be located in an inconspicuous place, such as the corner, side or back of a building.

9. Doors.

a. *Preservation.* All original character defining features of doors should be identified, retained and preserved. Features include frames, jambs, door, transoms, sills, trim, screen door, and fan lights and sidelights. Doors that are important in defining the overall historic character of the building shall not be removed or radically changed. The pattern of the door shall not be changed. The historic appearance of doors through the use of inappropriate design, materials, finishes or color shall not be changed. Original fittings on doors shall not be stripped.

b. *Protection.* All causes of deterioration should be identified, evaluated and treated. Causes may include weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration.

c. *Repairs.* Original broken door detail should be repaired. When repair of material or missing parts is appropriate, the entire door shall not be replaced.

d. *Replacement.* When a door can no longer be repaired, or is missing, replace it with a new door that matches the original. Character defining doors should not be replaced with new doors that do not convey the same visual appearance of the original.

e. *Doors in Additions to the Original Buildings.* New doors in additions to the original buildings should be compatible with the overall design of the original building, but not duplicate the pattern of the original door.

10. Windows.

a. *Preservation.* All original character defining features of windows should be identified, retained and preserved. Features include frames, heads, sills, trim, jambs, muntins, shutters, awnings, sash, glazing, blinds, and screens. Windows that are important in defining the overall historic character of the building shall not be removed or radically changed. The number, location, size or glazing pattern of windows shall not be changed. The historic appearance of windows through the use of inappropriate design, materials, finishes or color shall not be changed. Window trim should not be obscured with other materials. Original fittings on windows shall not be stripped.

b. *Protection.* All causes of deterioration should be identified, evaluated, and treated. Causes may include water penetration, weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration.

c. *Repairs.* Original broken window features should be repaired. When repair of material or missing parts is appropriate, entire windows shall not be replaced.

d. *Replacement.* When a window can no longer be repaired, or is missing, replace it with a new window that matches the original. Character defining windows should not be replaced with new windows that do not convey the same visual appearance of the original.

e. *Windows in Additions to the Original Buildings.* New windows in additions to the original buildings should be compatible with the overall design of the original building, but not duplicate the fenestration pattern and detailing of the original window.

11. Entrances and Porches.

a. *Preservation.* All original entrance or porch, including doors, entablatures, columns, balustrades, and stairs should be identified, retained and preserved. If replacement is necessary, the proportion and composition of original design should be retained, preferably by using traditional moldings and balusters. An entrance or porch shall not be removed in order to reorient the building for a new use. Columns and railings for porches, stoops and front steps should be substantial looking and not be replaced with pipes, wrought iron or "ranch-style" members. Brick stairs are rarely appropriate; wood stairs are most appropriate to Late Victorian and Classical Revival houses. New entrances shall not be cut into the primary façade. Utilitarian or service entrances shall not be altered so they appear to be the formal entrance.

b. *Protection.* All causes of deterioration should be identified, evaluated, and treated. Causes may include water penetration, weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration.

c. *Repairs.* The historic materials used in the character defining features should be repaired. Original materials should be used for repairs or substitute materials that are compatible. Substitute materials or features that do not convey the visual appearance of the original features shall not be used.

d. *Replacement.* When an entrance or porch can no longer be repaired, or is missing, replace it with a new entrance or porch that conveys the same visual appearance.

e. *A New Entrance or Porch on Additions to the Original Building.* A new entrance or porch should be designed to be compatible to the original buildings.

12. Storefronts.

a. *Preservation.* All original storefront should be identified, retained, and preserved. Store front features include bulkhead, window frames, door transom, recessed ceiling, lighting, wall material, display window, entry door, awnings, recessed paving, and parapets. The original features of the storefront shall not be removed. The location of the storefront main entrance shall not be changed. The original configuration of the storefront shall not be altered. Inappropriate materials shall not be added over original ones.

b. *Protection.* All causes of deterioration on the storefront should be identified, evaluated, and treated. Causes may include, water penetration, weathering due to paint deterioration, rusting due to paint deterioration, and sealant and caulking deterioration. Historic materials shall not be stripped from the storefront.

c. *Repairs.* The historic materials used in the character defining features of the storefront should be repaired. Original Materials or substitute materials that are compatible should

be used for repair. Materials or features that do not convey the visual appearance of the original features should not be substituted.

d. *Replacement.* If there is insufficient information about the original appearance of the storefront, it should be rebuilt using a new design whose size, scale, style, detail, and color are compatible with the original appearance. When a storefront can no longer be repaired, or is missing, replace it with a reconstructed storefront based on the available historical, pictorial and physical documentation available. A new design that is incompatible in size, scale, material, style and color with the original appearance is not allowed.

13. Significant Interior Space Features and Finishes.

a. *Preservation of Interior Spaces.* A floor plan or significant interior spaces that are important in defining the overall historic character of the building should be identified, retained, and preserved. Elements to be considered of the interior space are size, proportions, configuration, relationship of rooms, individual room or space, and relationship of features to spaces or rooms. The floor plan or significant interior spaces that are important in defining the overall historic character of the building shall not be radically changed. Interior space should not be altered or destroyed by inserting floors, cutting through floors, lowering ceilings, or adding or removing walls. A feature should not be relocated so that a historic relationship between the feature and the space is altered.

b. *Preservation of Interior Features and Finishes.* Interior features and finishes that are important in defining the overall historic character of the building should be identified, retained and preserved and shall not be removed or radically changed. New features or finishes that obscure the character defining features of the building should not be applied.

c. *Protection.* All causes of deterioration should be identified, evaluated, and treated. Causes include surface dirt, moisture penetration from the exterior, insect and fungus infestation, excessive moist or dry air, vandalism, improper cleaning procedures, and excessive use. The original features and finishes should be protected from inappropriate changes: removal of original features, replacement of original features, repainting of original finishes, and introduction of new mechanical, plumbing and electrical systems that cause damage when they are installed.

d. *Repairs.* Deteriorated features or finishes should be repaired using the same or compatible materials. Do not make repairs with incompatible materials.

e. *Replacement.* Un-repairable features or finishes should be replaced with new features or finishes that match the original. Features or finishes should not be replaced with new features or finishes that do not convey the same visual appearance of the original.

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Section: 4.02.040: Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas

A. Purpose. The purpose of this Section is to establish procedures by which Local Historic Landmarks and Districts, Historic Resource Tiering, and Architectural Conservation Areas may be designated

B. Applicability.

1. Designation of Historic Landmarks and Districts, Historic Resource Tiering and Architectural Conservation Areas. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Historic Landmark and District Designations, Historic Resource Tiering and Architectural Conservation Areas application.

2. Local Landmark Designation. A historic resource may be designated an "historic landmark" by the City if it meets the criteria for listing in the National Register of Historic Places or the California Register of Historic Resources, or it meets one or more of the following criteria:

a. The historic resource exemplifies or reflects special elements of the City's history;

b. The historic resource is identified with persons or events significant in local, state, or national history;

c. The historic resource is representative of the work of a notable builder, designer, architect, or artist;

d. The historic resource embodies distinguishing architectural characteristics of a style, type, period, or method of construction;

e. The historic resource is a noteworthy example of the use of indigenous materials or craftsmanship;

f. The historic resource embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;

g. The historic resource has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community, or the City;

h. The historic resource is one of the few remaining examples in the City, region, state or nation, possessing distinguishing characteristics of an architectural or historical type or specimen: or

i. The historic resource has yielded, or is likely to yield, information important to the City's history or prehistory.

3. Local Historic District Designation. A neighborhood or area listed as a historic resource may be designated a "Local Historic District" by the City if the neighborhood meets the criteria for listing in the National Register of Historic Places or the California Register of Historic Resources, or it meets one or more of the following criteria:

a. The historic resource is a geographically definable area possessing a concentration of historic resources or a thematically related grouping of structures that contribute to each other and are unified by plan, style, or physical development, and embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values;

b. The historic resource reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of a park landscape, site design, or community planning;

c. The historic resource is associated with, or the contributing resources are unified by, events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States; or

d. The historic resource is, or the contributing resources are, associated with the lives of persons important to the City, State or National history.

4. Additional Historic Resource Evaluation Criteria. In addition to the "significance," criteria established in Paragraph B.2 (Local Landmark Designation) and Paragraph B.3 (Local Historic District Designation) of this Section, historic resources must have "integrity" for the time in which they are "significant." The period of "significance" is the date or span of time within which significant events transpired or significant individuals made their important contributions. The term "integrity" means the authenticity of a historical resource's physical identity, as evidenced by the survival of characteristics or historic or prehistoric fabric that existed during the resource's period of significance. Only after significance has been established, should the issue of integrity be addressed. The following criteria should be considered when evaluating properties for integrity:

a. *Design.* Any alterations to the property should not have adversely affected the character defining features of the property. Alterations to a resource or changes in its use over time may have historic, cultural or architectural significance.

b. *Setting.* Changes in the immediate surroundings of the property (e.g., buildings, land use and topography) should not have adversely affected the character of the property.

c. *Materials and Workmanship.* Any original materials should be retained, or if they have been removed or altered, replacements have been made that are compatible with the original materials.

d. *Location.* The relationship between a property and its location is an important component in determining integrity. The place where the property was built and where historic events occurred is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in a few cases, the relationship between a property and its historic associations is destroyed if the property is moved.

e. *Feeling*. The term "feeling" means a property's expression of the aesthetic or historic sense of a particular period. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district, such as the Guasti Winery, retaining original design, materials, workmanship and setting, will relate the feeling of agricultural life in the 19th century.

f. *Association*. The term "association" means the direct link between an important historic event or person, and a historic property. A property retains its association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like "feeling," association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield, whose natural and manmade elements have remained intact since the 18th century, will retain its quality of "association" with the battle.

Because "feeling" and "association" depend upon individual perceptions, their retention alone is never sufficient to support eligibility. Historic resources must retain enough of their historic or prehistoric character or appearance to be recognizable as historic resources, and to convey the reasons for their significance.

C. Application Filing, Processing, and Hearing. Historic Preservation—Historic Landmark and Historic District Designation applications shall be filed and processed pursuant to Division 2.02 (Application Filing and Processing) of this Development Code, and the provisions of this Section. All eligible historic resources nominated for designation as a Landmark or a Historic District shall be evaluated, processed, and designated a Tier pursuant to Subsection G (Historic Resource Tiering System) of this Section, concurrently with the application for landmark or historic district designation.

D. Local Historic Landmark and District Designation Application Findings and Decision.

1. Within the 30-day period following acceptance of a Historic Preservation—Historic Landmark and District Designations application as complete pursuant to the applicable provisions contained in Section 2.02.015.B (Discretionary Permits and Actions) of this Development Code, the Advisory Authority shall make a preliminary determination as to whether the requested Local Historic Landmark or Local Historic District designation is appropriate, based upon the designation criteria set forth in Paragraphs B.2 (Local Landmark Designation), B.3 (Local Historic District Designation), and B.4 (Additional Historic Resource Evaluation Criteria) of this Section. If it is determined that the proposed resource merits further consideration, the application shall be forwarded to the subsequent Advisory Authority. If the proposed resource does not merit further consideration due to failure of the property to meet the applicable designation criteria, the application shall be denied.

2. Upon receipt of the Advisory Authority's recommendation, the subsequent Advisory Authority shall make a recommendation to the Approving Authority to grant or deny a Historic Preservation—Landmark or District Designation application on the basis of the application and the evidence presented in the Planning Department's written report, after considering and clearly establishing the designation criteria set forth in Paragraphs B.2 (Local Landmark Designation), B.3 (Local Historic District Designation), and B.4 (Additional Historic Resource Evaluation Criteria) of this Section, and giving specific reasons in support of each applicable criterion.

3. The Approving Authority may grant or deny a Historic Preservation—Landmark or District Designation application on the basis of the application and the evidence presented in the

Planning Department's written report, after considering and clearly establishing the applicable designation criteria set forth in Paragraphs B.2 (Local Landmark Designation), B.3 (Local Historic District Designation), and B.4 (Additional Historic Resource Evaluation Criteria) of this Section, and giving specific reasons in support of each applicable criterion.

E. **Permits.** No building, alteration, demolition, or removal permits for any proposed Local Landmark or Local Historic District shall be issued after a Historic Preservation—Landmark or District Designation application has been filed with the Planning Department, until such time that any public hearing or appeal proceedings regarding the application have been completed.

F. **Automatic Designations.**

1. Any property listed in the National Register of Historic Places or the California Register of Historic Resources shall automatically be designated as a local Historic Landmark.

2. Any neighborhood or area listed in the National Register of Historic Places or the California Register of Historic Resources shall automatically be designated as a local Historic District.

3. Any property identified as a contributing structure to a historic district listed on the National Register of Historic Places or the California Register of Historic Resources shall be considered a contributing structure within the historic district.

G. **Historic Resource Tiering System.** The Historic Preservation Commission shall be responsible for the adoption of the Historic Resource Tier Designation List, which shall be maintained by the Historic Preservation Subcommittee. A historic resource may be designated "Tier I, Tier II, or Tier III" by the Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code, to establish a ranking of historic resources within the City, based upon the determined significance of each resource, as specified below. For the purpose of this Section, upon determining the appropriate tier designation for a historic district, the Approving Authority may rank all contributing structures within that district into the same tier designation. Tier I, II and III historic resources shall be judged based upon their determined degree of significance, pursuant to the criteria contained in Subsection H (Historic Resource Tiering Criteria) of this Section.

1. Tier I. Tier I consists of historic resources that should not be demolished or significantly altered under any circumstances, regardless of their designation status. Resources within this tier are determined to be the City's most significant historical or cultural resources. Tier I resources shall meet one or more of the following:

a. A resource listed on the Ontario Register that meets at least one of the criteria within the Architecture/Form category, and 3 criteria within the History category, listed in Subsection H (Historic Resource Tiering Criteria) of this Section; or

b. A contributing resource within a district that meets at least one of the criteria within the Architecture/Form Category and 3 criteria within the History Category as listed below.

2. Tier II. Tier II consists of historic resources wherein demolition of these properties should be avoided. Tier II resources shall meet one or more of the following:

a. Any historic resource listed or determined eligible for listing in the National Register of Historic Places;

b. Any historic resource listed or determined eligible for listing in the California Register of Historic Resources;

c. A historic resource listed on the Ontario Register and meets at least 2 criteria within the Architecture/Form or History categories, listed in Subsection H (Historic Resource Tiering Criteria) of this Section; or

d. A contributing resource within an eligible historic district wherein the district meets at least 2 of the criteria in either the Architecture/Form or History categories as listed in Subsection H (Historic Resource Tiering Criteria) of this Section.

3. Tier III. Tier III consists of historic resources that are Designated Local Historic Landmarks, are contributing properties within Designated Local Historic Districts, or are eligible historic resources. Demolition of these resources should be avoided where possible but may be appropriate under certain circumstances.

H. Historic Resource Tiering Criteria. The following listing contains criteria to be used in determining the Tier designation of a historic resource:

1. Local Historic Landmark.

a. *Architecture/Form.*

(1) The resource is prototypical, or one of the finest examples, of a period, style, architectural movement, or construction in the City of a particular style of architecture, building type, or historical or archeological object. Only preeminent examples should be considered. Good representative examples of a style, period or method of construction are not appropriate; or

(2) The resource is the first, last, only, or one of the finest examples, notable works, or the best surviving work by an architect or designer of major importance to the City, State or Nation.

b. *History.*

(1) The resource is the location of a historic event(s) that has significantly contributed to the history of the City, State, or Nation;

(2) The resource is associated with a business, company, or individual that has made a significant cultural, social, or scientific contribution to the City, State, or Nation;

(3) The resource is identified with a person(s) who has exerted a major influence on the heritage or history of the City, State, or Nation;

(4) The resource embodies the ideals or principles of the "Model Colony" or furthers the ideals or principals established by the Chaffey Brothers;

(5) The resource has a direct relationship to one of the principal historic contexts in the City's history, including the "Model Colony," (includes the Chaffey Brothers, the Ontario Land and Improvement Company, or the citrus industry), the Guasti Winery or the wine industry, or the Dairy Preserve or the dairy industry;

(6) The resource is related with a business, company, or individual significant in the agricultural history of the City; or

(7) The resource is related to the archeological past of the region.

2. Local Historic Districts.

a. *Architecture/Form*.

(1) The district contains resources that are a prototype of, or one of the finest examples of, or the first, last, only, or few remaining groupings of a period, style, architectural movement, or construction in the City of a particular style of architecture, building type, or historical or archeological object. Only preeminent examples should be considered. Good representative examples of a style, period or method of construction are not appropriate; or

(2) The district contains resources that are the first, last, only, or the finest examples, notable works, or the best surviving work by an architect or designer of major importance to the City, State or Nation.

b. *History*.

(1) The district is the location of a historic event(s) that has significantly contributed to the history of the City, State, or Nation;

(2) The district is associated with a business, company, or individual that has made a significant, cultural, social, or scientific contribution to the City, State, or Nation;

(3) The district is identified with a person(s) who has exerted a major influence on the heritage or history of the City, State, or Nation;

(4) The district embodies the ideals or principles of the "Model Colony," or furthers the ideals or principals established by the Chaffey Brothers;

(5) The district has a direct relationship to one of the principal historic contexts in the City's history, including the "Model Colony," (includes the Chaffey Brothers, the Ontario Land and Improvement Company, or the citrus industry), the Guasti Winery or the wine industry, or the Dairy Preserve or the dairy industry, or the citrus industry; or

(6) The district is related with a business, company, or individual significant in the agricultural history of the City.

I. Architectural Conservation Area. An area may be designated an "Architectural Conservation Area" by the Approving Authority if the area meets any one of the below-listed criteria; however, these criteria do not evaluate for historic significance. As a result, properties within Architectural Conservation Areas are not qualified for historic landmark or historic district consideration. The criteria for establishing an Architectural Conservation Area are as follows:

1. The area is geographically definable and conveys a sense of architectural cohesiveness through its design, setting, materials, workmanship, or association; or

2. The area reflects significant geographical patterns, including those associated with different areas of settlement and growth, particular transportation modes, or distinctive examples of a park landscape, site design or community planning, or represents established and familiar visual features in the community.

3. Alternately, an area may be designated an Architectural Conservation Area by the City if a conservation plan has been prepared pursuant to Section 4.02.055 (Historic Preservation—Conservation Plans), outlining the character defining features of the neighborhood and appropriate design guidelines that will maintain the character of the neighborhood.

4.02.045: Historic Preservation—Rescind or Amend the Status of a Historic Resource

A. Purpose. The purpose of this Section is to establish a process by which a historic resource may rescind or amend its assigned status, including a Local Landmark or Local District Designation, a Tier Designation, an Eligibility Determination, or an Architectural Conservation Area.

B. Applicability. The Approving Authority for the original application type, pursuant to Table 2.02-1 (Review Matrix) of this Development Code, is hereby empowered to approve, approve in modified form, or deny a request to rescind or amend the assigned status of a Local Historic Landmark or Local Historic District Designation, Tier Designation, Eligibility Determination, or Architectural Conservation Area.

C. Addition to the Ontario Register. Any property or grouping of properties surveyed at the intensive level pursuant to standards established by the California Office of Historic Preservation, and determined to meet the designation criteria for local historic landmarks or local historic districts set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Development Code, shall be determined by the Approving Authority to be an "eligible" historic resource.

D. Removal of Eligible or Nominated Historic Resources from the Ontario Register. An eligible historic resource or a nominated historic resource may be removed from the Ontario Register, as follows:

1. Any historic resource listed on the Ontario Register may be removed by the Approving Authority if the resource has lost all historic and/or cultural significance due to a catastrophe causing a loss of integrity, or the resource has lost all historical and/or cultural significance due to extensive legally performed alteration(s), which has caused a loss of integrity after the property was initially surveyed.

2. Any historic resource listed on the Ontario Register may be removed by the Approving Authority upon reevaluation of the resource at the request of the property owner, or upon initiation by the City, if the most recently prepared Historic Resource Survey evaluating the resource is more than 5 years old.

3. The Historic Preservation Subcommittee shall evaluate a historic resource utilizing the designation criteria set forth in Paragraph 4.02.040.B.2 (Local Landmark Designation) of this Division. Furthermore, when a historic resource is located within an eligible local historic district, the area or neighborhood shall also be evaluated using the designation criteria set forth in Paragraph 4.02.040.B.3 (Local Historic District Designation) of this Division, and shall be evaluated to determine if it contributes to the significance of the district. The Approving Authority may retain a noncontributing property within a proposed or potential historic district.

4. Any reevaluation of a property shall be valid for a 5-year period.

E. Amending or Rescinding a Local Landmark, Local Historic District, or a Tier Designation from the Ontario Register. A local landmark, local historic district, or a tier designation may be amended or rescinded from the Ontario Register, if:

1. It is discovered that the information relied upon by the Advisory Authority and/or Approving Authority in making the original designation, was erroneous or false;

2. New information compromises the significance of a historic resource;

3. The historic resource has been demolished, relocated, or removed; or

4. The historic resource has been rendered ineligible for designation due to a catastrophic event, beyond the owner's control, which has destroyed the resource to the point where it is considered a hazard to the public health and safety, and the restoration of the resource is not feasible.

4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources

A. **Purpose.** The purpose of this Section is to establish a process to ensure that any alteration to, or demolition of, an eligible or designated historic resource within the City is in keeping with the historic character of the resource.

B. **Applicability.**

1. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Certificate of Appropriateness application, and to impose reasonable conditions upon the approval of the application.

2. A Certificate of Appropriateness shall be required for any:

a. Alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource. Certificate of Appropriateness approval shall be required even if the City requires no other permits;

b. For any work to the exterior of any noncontributing resource in a Historic District or on a historic property. A reasonable effort shall be made to produce compatibility, and in no event shall there be a greater deviation from compatibility;

c. Infill development within a historic district or on a historic property; and

d. Any demolition, whether in whole or in part, of a historic resource or a noncontributor within a designated historic district in conjunction with a demolition application.

3. No permit shall be issued for work on a historic resource until a Certificate of Appropriateness or Waiver has been issued in accordance with the provisions of this Division.

4. Once a Certificate of Appropriateness has been issued, the Planning Department, from time to time, shall inspect the work to ensure that it is being carried-out in compliance with the approved Certificate of Appropriateness and shall issue a Certificate of Completion prior to any final inspection or occupancy by any City Department to ensure the work has been satisfactorily completed.

C. **Application Filing, Processing and Hearing.** A Historic Preservation—Certificate of Appropriateness application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section, except as follows:

1. Determination of Significance.

a. Upon acceptance of a Historic Preservation—Certificate of Appropriateness application as complete for processing pursuant to Subsection 2.02.015.B (Discretionary Permits and Actions) of this Development Code, the Historic Preservation Subcommittee shall evaluate the affected historic resource for significance, which shall include a review conducted by the Planning Department consisting of an evaluation of the resource's eligibility for listing on the National Register of Historic Places, the California Register of Historic Resources, or the Ontario Register. The review may also include the preparation of a Historic Resource Survey, at the intensive level, pursuant to the standards set forth by the California Office of Historic Preservation.

b. A historic resource that does not meet the criteria for designation set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Division, and not located within a designated, proposed, or potential district, shall be removed from the Ontario Register and the Certificate of Appropriateness shall be deemed approved. A resource that meets the designation criteria set forth in Section 4.02.040 (Historic Preservation—Local Historic Landmark and Local District Designations, Historic Resource Tiering, and Architectural Conservation Areas) of this Division, shall be further processed pursuant to this Section.

2. Environmental Review.

a. Upon determination that a historic resource is "significant," an environmental review shall be conducted pursuant to Section 2.02.020 (Environmental Review) of this Development Code; however, in determining the appropriate level of review for the demolition of a historic resource, the tiering system established pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Division shall be utilized.

b. Any historic resource proposed for demolition, which is determined to be within Tier III pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Division, shall require preparation of an Addendum to The Ontario Plan Environmental Impact Report pursuant to the requirements of CEQA and the implementing guidelines, and City's Local Guidelines For Implementing the California Environmental Quality Act, in conjunction with the approval of Certificate of Appropriateness and Demolition applications.

c. Any historic resource proposed for demolition, which is determined to be within Tier I or Tier II pursuant to Subsection 4.02.040.G (Historic Resource Tiering System) of this Division, shall require preparation and certification of an Environmental Impact Report pursuant to the requirements of CEQA and the implementing guidelines, and City's Local Guidelines For Implementing the California Environmental Quality Act, in conjunction with the approval of Certificate of Appropriateness and Demolition applications.

3. Hearing. Each Advisory or Approving Authority shall hold at least one hearing on the application, which shall be duly noticed, heard, and acted upon pursuant to Division 2.03 (Public Hearings) of this Development Code.

4. Advisory Authority Review and Recommendation. Following completion of all required environmental review pursuant to Paragraph C.2 (Environmental Review) of this Subsection, the Advisory Authority shall make recommendation to the Approving Authority whether to approve, approve in modified form or deny the application. The Advisory Authority's recommendation shall be transmitted to the Approving Authority in such manner and form as

specified by the Approving Authority, within 60 days following the date the decision was rendered. The 60-day time limit may be extended by mutual agreement of the applicant and City.

5. Approving Authority Review and Action.

a. Upon receipt of the Advisory Authority's recommendation, the Approving Authority shall approve, conditionally approve, or deny the application, either in whole or in part. The action of the Approving Authority shall be by written decision, setting forth the basis for the action and shall include all applicable findings prescribed by Subsection D (Findings and Decision), below.

b. The decision of the Approving Authority shall be final and conclusive in the absence of an appeal filed pursuant to Division 2.04 (Appeals) of this Development Code.

D. Findings and Decision.

1. Designated Historic Landmarks, Contributors, and Non-Contributors and Eligible Historic Resources.

a. A Historic Preservation—Certificate of Appropriateness application for Designated Historic Landmarks and Contributors, or Eligible Historic Resources, shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

(1) The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect any significant architectural feature of the resource;

(2) The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect the historic character or value of the resource;

(3) The proposed alteration, restoration, relocation, or construction will be compatible with the exterior character-defining features of the historic resource; and

(4) The proposed alteration, restoration, relocation, or construction will not adversely affect or detract from the character of the historic district.

2. Demolition of Historic Resources.

a. A Historic Preservation—Certificate of Appropriateness and Demolition application for the Demolition Of Historic Resources shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established

(1) The proposed demolition is necessary because all efforts to restore, rehabilitate, and/or relocate the resource have been exhausted;

(2) The proposed demolition is necessary because restoration/rehabilitation is not practical because the extensive alterations required would render the resource not worthy of preservation;

(3) The proposed demolition is necessary because failure to demolish the resource would adversely affect or detract from the character of the District; and

(4) The resource proposed to be demolished has been assigned a Tier III designation.

3. Instances Wherein Findings Are Not Required. The Approving Authority may act upon Historic Preservation—Certificate of Appropriateness and/or Demolition applications for Tier I and Tier II historic resources that are designated historic landmark contributors and noncontributors to historic districts, or eligible historic resources , without making the findings contained in Paragraph D.1 (Designated Historic Landmarks, Contributors, and Non-Contributors and Eligible Historic Resources) or Paragraph D.2 (Demolition of Historic Resources) of this Subsection, if a Historic Preservation—Certificate of Economic Hardship has been granted pursuant to Section 4.02.055 (Historic Preservation—Certificates of Economic Hardship) of this Division.

E. Conditions of Approval.

1. In approving Historic Preservation—Certificate of Appropriateness and/or Demolition applications, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner, and to the same extent, as any other applicable requirement of this Development Code.

3. In approving Historic Preservation—Certificate of Appropriateness and/or Demolition applications, the following conditions of approval shall be imposed, and shall be completed prior to commencing any demolition work:

a. Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: **[i]** the preparation of site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and **[ii]** photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.).

b. A mitigation fee established pursuant to Section 7.01.025 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources. Fees for Tier I and II historic resources shall be determined during the

Environmental Impact Report process. The fees established for Tier III will be used as a reference point for establishing fees for Tier I and II historic resources.

c. A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, unless: **[i]** a waiver is granted pursuant to Subsection H (Replacement Structure Waiver for Historic Resources Located within Industrial Zoning Districts) of this Section; **[ii]** a deferral of the replacement structure requirement is granted pursuant to Subsection G (Replacement Structure Deferral) of this Section; or **[iii]** demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code.

d. In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description and dimension (as necessary), and the location of each item on a floor plan.

F. Certificate of Appropriateness Waivers. The Approving Authority may waive the requirement for Certificate of Appropriateness approval for certain alterations, restorations, rehabilitations, remodeling, repainting, resurfacing, and additions to historic resources, as follows:

1. A waiver may be issued for work that is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the guidelines set forth in Division 7.01 (Historic Preservation) of this Development Code.

2. A waiver may be issued for minor alterations to historic resources, provided no change in appearance occurs or the proposed change restores period features, including but not limited to, chimneys; fences and walls, including construction, demolition, or alteration of side, rear and front yard fences and walls; foundations; landscaping, unless the Landmark designation specifically identifies the landscape, layout, features or elements as having particular historical, architectural or cultural merit; roofing, provided a 30 year dimensional shingle, or an aesthetically equivalent dimensional shingle is used, and the replacement shingle must maintain the architectural character of the historic resource in terms of scale, pattern, texture, and coloration; and signage, including directional, monument, wall and window signs.

3. A waiver may be issued for the construction of residential accessory structures and additions less than 650 SF in area or 50 percent of the existing original historic building area, whichever is less, to historic resources that are not visible from a public right-of-way, excluding public alleys.

G. Replacement Structure Deferral. The Approving Authority may defer the obligation to construct replacement structures as a requirement for approval of the demolition of a historic resource, if the ultimate project proposed for the site of the demolition provides an exceptional benefit to the community.

1. Findings. A Replacement Structure Deferral shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and any public testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving

supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

a. The demolition is necessary to allow the acquisition and assembly of land for a future redevelopment or housing project within a redevelopment project area;

b. The future project will provide exceptional benefits to the City with respect to employment, fiscal, social, housing and economic needs of the community, or will provide new public facilities that are needed by the City (such as off-site improvements, parks, open space, recreation, or other community facilities, not including parking lots); and

c. Failure to demolish the historic structures could hinder the ability of the City to revitalize or redevelop a blighted lot or area of the City or meet housing production requirements.

2. Condition of Approval. In granting a deferral of the replacement structure requirement, the Approving Authority shall impose a condition of approval requiring any new project on the subject site to be designed pursuant to the infill development guidelines listed in Subsection I (Infill Development Guidelines) of this Section, to insure compatibility with the surrounding area or neighborhood. The Historic Preservation Subcommittee shall make a recommendation to the Approving Authority for the replacement structure regarding compliance with the infill development guidelines.

H. Replacement Structure Waiver for Historic Resources Located within Industrial Zoning Districts. The Approving Authority may waive the obligation to construct replacement structures as a requirement for approval of the demolition of a Tier III Historic Resource, if the site is located in an Industrial Zone. The waiver shall be acted on based upon the information provided in the submitted application, after considering and clearly establishing all of the below-listed findings and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The Tier III Historic Resource is a residential building located in an Industrial Zoning District;

2. Approving the deferral will not adversely affect the character, integrity, general welfare of the surrounding neighborhood, residents, and adjacent properties;

3. Conversion and/or rehabilitation of the residential home is not economically feasible, demonstrated through market analysis, construction costs, structural reports, property and building conditions assessments, and/or any other study/report deemed necessary by the Planning Director;

I. Infill Development Guidelines. The following infill development guidelines shall be incorporated into the design of all new structures proposed within a designated, proposed, or potential Historic District, or on a historic property, pursuant to this Division:

1. New buildings, structures, or improvements constructed within a historic district shall be designed to be compatible with the architectural style, features, and historic character of the district.

2. New buildings shall be compatible with the original style of the contributing buildings within a historic district. The design of the new building shall incorporate the following considerations:

a. The design shall incorporate the design features and details of contributing structures;

b. The height, width, and length of the new building shall be consistent with the original characteristic of the contributing structures; and

c. The exterior materials and treatment shall be similar to the contributing structures.

3. New buildings, structures, and/or improvements constructed on a historic property shall be designed to be compatible with the architectural style and features of contributing historic buildings located on the historic property.

4. New buildings shall be compatible with the original architectural style of the contributing historic buildings on the historic property. The design of the new building shall incorporate the following considerations:

a. The design shall incorporate the design features and details of the historic structure;

b. The height, width, and length of the new building shall be consistent with the original characteristic of the historic building; and

c. The exterior materials and treatment shall be similar to the historic building.

J. Certificate of Appropriateness Modification/Revision.

1. Historic Preservation—Certificates of Appropriateness and/or their conditions of approval may be modified/revised upon application by a project proponent or property owner if different from the proponent. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing).

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original approval and there are no resulting inconsistencies with this Development Code. Modifications/revisions are considered minor in nature if in the opinion of the Planning Director, they do not involve substantial changes to the approved plans or the conditions of approval and would in no way affect surrounding properties.

3. Modifications/revisions to an approved plan or conditions of approval that are not minor in nature shall be processed as a revised Historic Preservation—Certificate of Appropriateness, following the procedures set forth in this Section for Historic Preservation—Certificate of Appropriateness approval, except that modification/revision approval shall not alter the expiration date established by the original application approval.

4.02.055: Historic Preservation—Certificates of Economic Hardship

A. Purpose. The purpose of this Section is to establish a process to ensure that denial of a Certificate of Appropriateness and/or a Demolition Application does not create any undue hardship upon the owner of a Tier I or Tier II historic resource.

B. Applicability.

1. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Certificate of Economic Hardship application.

2. A Certificate of Economic Hardship may be filed concurrently with a Certificate of Appropriateness and/or Demolition Application in cases where the alteration, restoration, rehabilitation, remodel, addition to a historic resource, or demolition, partially or in whole, in compliance with the Certificate of Appropriateness and/or Demolition Application, would cause an immediate and substantial financial hardship. Furthermore, the denial of the Certificate of Appropriateness and/or Demolition Application would deny the property owner all reasonable beneficial use of, or return on, the property.

3. No action shall be taken to demolish or otherwise alter the historic resource for a period of 14 days following the issuance of a Certificate of Economic Hardship.

C. Application Filing, Processing and Hearing. A Historic Preservation—Certificate of Economic Hardship application shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

D. Findings and Decision. A Historic Preservation—Certificate of Economic Hardship application shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. Denial of the application will diminish the value of the subject property so as to leave substantially no value;

2. Sale or rental of the property is impractical, when compared to the cost of holding the property for uses permitted in the underlying zoning district;

3. An adaptive reuse study has been conducted and found that utilization of the property for lawful purposes is prohibited or impractical;

4. Rental at a reasonable rate of return is not feasible;

5. Denial of the Certificate of Appropriateness would damage the owner of the property unreasonably in comparison to the benefit conferred on the community, and

6. All means involving City sponsored incentives, such as a transfer of development rights, tax abatements, financial assistance, building code modifications, changes in the zoning ordinance, loans, grants, and reimbursements, have been explored to relieve possible economic disincentives.

4.02.060: Historic Preservation—Conservation Plans

A. Purpose. The purpose of this Section is to establish a process to expedite the review process for project areas in which numerous historic resources within a single project area would require the issuance of multiple Certificates of Appropriateness for proposed work to those Historic Resources.

B. Applicability. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Conservation Plan application and to impose reasonable conditions upon the approval of the application.

C. Application Filing, Processing and Hearing. A Historic Preservation—Conservation Plan application shall be filed, processed, and acted upon pursuant to the requirements for Historic Preservation—Certificates of Appropriateness, contained in Section 4.02.050 (Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources) of this Development Code, and the provisions of this Section.

D. Findings and Decision. A Historic Preservation—Conservation Plan shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing all of the below-listed findings, and giving supporting reasons for each finding. The application shall be denied if one or more of the below-listed findings cannot be clearly established.

1. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will not detrimentally change, destroy or adversely affect any significant architectural feature of Historic Resources;

2. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will not detrimentally change, destroy or adversely affect the historic character or value of Historic Resources;

3. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will be compatible with the exterior features of other improvements within the plan area; and

4. The proposed alterations, restorations, relocations, or construction, in whole or in part, within the plan area will not adversely affect or detract from the character of the plan area.

E. Conditions of Approval.

1. In approving a Historic Preservation—Conservation Plan application, the Approving Authority may require certain safeguards and impose certain conditions established to ensure that the purposes of this Development Code are maintained; ensure that the project will not endanger the public health, safety or general welfare; ensure that the project will not result in any significant environmental impacts; ensure that the project will be in harmony with the area in which it is located; and ensure that the project will be in conformity with The Ontario Plan and any applicable specific and/or area plan(s).

2. All conditions of approval or requirements authorized by this Section are enforceable in the same manner, and to the same extent, as any other applicable requirement of this Development Code.

F. Conservation Plan Modification/Revision.

1. Historic Preservation—Conservation Plans and/or their conditions of approval may be modified/revised upon application by a project proponent or property owner if different from the proponent. The request shall be submitted to the Planning Department on a City application form pursuant to Division 2.02 (Application Filing and Processing).

2. Modifications/revisions that are minor in nature may be processed administratively, without notice or public hearing, provided the proposed changes are consistent with the intent of the original approval and there are no resulting inconsistencies with this Development Code. Modifications/revisions are considered minor in nature if in the opinion of the Zoning Administrator, they do not involve substantial changes to the approved plans or the conditions of approval and would in no way affect surrounding properties.

3. Modifications/revisions to an approved plan or conditions of approval that are not minor in nature shall be processed as a revised Historic Preservation—Conservation Plan, following the procedures set forth in this Section for Historic Preservation—Conservation Plan approval, except that modification/revision approval shall not alter the expiration date established by the original application approval.

4.02.065: Historic Preservation—Mills Act Contracts

A. Purpose. The purpose of this Section is to establish a process by which economic incentives may be provided for the preservation of a designated historic landmark or contributing structure within a designated historic district.

B. Applicability.

1. The Approving Authority established pursuant to Table 2.02-1 (Review Matrix) of this Development Code is hereby empowered to approve, approve in modified form, or deny a Historic Preservation—Mills Act Contract (Contract) application.

2. Pursuant to GC Section 50280 et seq., the owner(s) of designated historic landmarks, contributing structures within designated historic districts, and properties listed on the National Register of Historic Places or the California Register of Historic Resources, may request to enter into a Mills Act Contract with the City.

C. Application Filing, Processing and Hearing.

1. Historic Preservation—Mills Act Contract applications shall be filed, processed, and heard pursuant to Division 2.02 (Application Filing and Processing) of this Development Code and the provisions of this Section.

2. The owner shall furnish the Approving Authority with any information the Approving Authority shall require in order to enable it to determine the eligibility of the property involved.

D. Findings and Decision.

1. A Historic Preservation—Mills Act Contract shall be acted upon by the Approving Authority based upon the information provided in the submitted application, evidence presented in the Planning Department's written report, and testimony provided during the public hearing, only after considering and clearly establishing **[i]** the eligibility of the property involved, **[ii]** the appropriateness and sequencing of the improvements proposed, and **[iii]** the fiscal benefits derived from those improvements.

2. No later than 20 days after the City enters into a Mills Act Contract with an owner pursuant to this Section, the City Clerk shall record a copy of the Contract with the county recorder, which shall fully describe the affected property.

E. Required Contract Provisions. Pursuant to GC Section 50281, any Mills Act Contract entered into under this Section shall contain the following provisions:

1. The term of the Contract shall be for a minimum period of 10 years.

2. Where applicable, the Contract shall provide for the following:

a. The preservation of designated historic landmarks, contributing structures within designated historic districts, and properties listed on the National Register of Historic Places or the California Register of Historic Resources, and, when necessary, to restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code;

b. The periodic examinations of the interior and exterior of the premises by the City, San Bernardino County Assessor, the Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the owner's compliance with the Contract; and

c. The Contract shall be binding upon, and inure to the benefit of, all successors in interest of the owner. A successor in interest shall have the same rights and obligations under the Contract as the original owner who entered into the Contract.

F. Term of Contract. Each Mills Act Contract shall provide that on the anniversary date of the Contract, or other annual date specified in the Contract, a year shall be automatically added to the initial term of the Contract unless notice of nonrenewal is given pursuant to Subsection G (Contract Nonrenewal), below. If the property owner or the Approving Authority desires within any year not to renew the Contract, that party shall serve written notice of nonrenewal of the Contract on the other party in advance of the annual renewal date of the Contract. Unless the notice is served by the owner at least 90 days prior to the renewal date or by the Approving Authority at least 60 days prior to the renewal date, one year shall be automatically added to the term of the Contract.

G. Contract Nonrenewal.

1. Upon receipt by the owner of a notice of nonrenewal from the Approving Authority, the owner may make a written protest of the notice. The Approving Authority may, at any time prior to the renewal date, withdraw the notice of nonrenewal.

2. If, within any year, the Approving Authority or the owner serves notice of intent not to renew the Contract, the existing Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Contract, as applicable.

H. Contract Cancellation.

1. The Approving Authority may cancel a Mills Act Contract if it determines that the owner has breached any of the conditions of the Contract provided for in this Section or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. The Approving Authority may also cancel a Contract if it determines that the owner has failed to restore or rehabilitate the property in the manner specified in the Contract.

2. A Mills Act Contract shall not be canceled until after the Reviewing Authorities have given notice of, and has held, a public hearing on the matter pursuant to Division 2.03 (Public Hearings) of this Development Code.

3. If a Mills Act Contract is canceled pursuant to Paragraph G.1, above, the owner shall pay a cancellation fee equal to 12.5 percent of the current fair market value of the property, as determined by the county assessor as though the property were free of the contractual restriction.

4. As an alternative to cancellation of a Mills Act Contract for breach of any condition, the City, or any landowner may bring any action in court necessary to enforce a Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.

5. In the event that property subject to Mills Act Contract under this Section is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the Approving Authority to frustrate the purpose of the Contract, the Contract shall be canceled and no fee shall be imposed as required under Paragraph G.3, above. Furthermore, the Contract shall be deemed null and void for all purposes of determining the value of the acquired property.

I. Amendment to Work Program. Upon request of the property owner(s), the Planning Director may approve amendments to a Mills Act Contract Work Program, subject to the following:

1. The items listed in the proposed Work Program are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and the guidelines set forth in this Development Code;

2. The Work Program shall be completed within the 10-year period following Contract enactment, unless extended by action of the City Council; and

3. The proposed Work Program shall have an equal or greater preservation and monetary value than the previously approved Work Program.

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Diane Ayala Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Rudy Zeledon, Henry Noh, Kimberly Ruddins Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **ADOPTION OF ORDINANCE TO APPROVE FILE NO. PUD21-002, A PLANNED UNIT DEVELOPMENT FOR A 0.48-ACRE PARCEL OF LAND LOCATED AT 413 WEST EMPORIA STREET**

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving File No. PUD21-002, the Emporia Work/Live Lofts Planned Unit Development, establishing development standards and design guidelines to facilitate joint work/live quarters at 413 West Emporia Street.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. Implementation of the Planned Unit Development would result in an increase in property taxes from future development and the one-time payment to the City for plan check fees and development impacts fees.

BACKGROUND & ANALYSIS: On January 16, 2024, the City Council introduced and waived further reading of an Ordinance approving the Planned Unit Development. On March 22, 2021, JWDA-MS Architects filed an application for the proposed Emporia Work/Live Planned Unit Development (PUD), File No. PUD21-002. Subsequently, the Applicant submitted a Development Plan, File No. PDEV21-011, and a Conditional Use Permit, File No. PCUP23-011, to facilitate the construction and operation of nine (9) work/live loft units.

The Project site is comprised of 0.48-acres of unimproved land located at 413 West Emporia Street within the LUA-2N (Arts District- North) of the MU-1 (Downtown Mixed Use) zoning district. Land uses surrounding the Project site are also located within the LUA-2N (Arts District- North) of the MU-1 (Downtown Mixed Use) zoning district and are characterized by a mixture of residential uses, light industrial, and commercial uses to the east and west; a 125-unit affordable housing development,

known as Emporia Family Housing, across Emporia Street to the north; and the Southern Pacific Railroad Corridor to the south.

The Policy Plan (General Plan) of The Ontario Plan (TOP) specifies that the Downtown Mixed-Use area to be implemented through the approval of an Area Plan or PUD prior to the development of properties. In compliance with this requirement, the Applicant has submitted the Emporia Work/Live Lofts PUD (included as Attachment A to the Ordinance), which is consistent with the vision, goals, and policies of the Policy Plan. A PUD is comparable to a Specific Plan in that it establishes development regulations that are unique to a specific area. However, unlike a Specific Plan, a PUD is typically intended to apply to a single development project or several interrelated development projects that function together as a single, comprehensive project.

EMPORIA WORK/LIVE PLANNED UNIT DEVELOPMENT: Key components of the Emporia Work/Live Lofts PUD include the following:

Land Use and Development Regulations — The MU-1 (Downtown Mixed Use) zoning district allows for commercial and residential mixed-use development at a density of 25.1 to 75 dwelling units per acre and a building intensity of 2.0 Floor Area Ratio. Consistent with the MU-1 zoning district and TOP Downtown District Place Type, the Emporia Work/Live Lofts PUD allows for development of joint work and live quarters, with a maximum building height of 35 feet (3 stories).

Landscaping — The landscaping concept is centered around the use of sustainable and low water use plant materials. As an example, varying species of evergreen and deciduous trees with interest in form and foliage color may be integrated in the landscape design. Pattern and planting should create a visible connection to pedestrian pathways and sidewalks. The PUD also requires the landscaping and irrigation be drought tolerant and meet the current Water Use Classifications of Landscape Species requirements. Due to building placement, the use of container landscaping is encouraged and may be used along street frontages.

Parking and Circulation — Off-street parking requirements for the Project requires a minimum of 1 parking space per bedroom and 3 spaces per 1,000 gross floor area of works space. All parking space size and location requirements shall conform to the standards set forth in Section 6.03.045 (Off-street Parking Standards) of the Ontario Development Code.

Access to Mass Transit — Omnitrans Route 61, also identified as the future West Valley Connector Bus Rapid Transit (BRT), has existing bus stops on West Holt Boulevard near South Vine Avenue and South Palm Avenue, which is less than one quarter of a mile from the Project site.

Architectural Character — The PUD includes architectural design guidelines, specific to the downtown location and mixed-use building type, and establishes the following design principles:

- Create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material; and

- Create compatibility between the mixed-use architecture and the residential architecture within the downtown area; the introduction of unifying elements such as similar materials and colors

should be considered; however, “sameness” is discouraged.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan as 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.

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. On April 19, 2011, the City Council approved and adopted the ONT ALUCP, 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.

ENVIRONMENTAL REVIEW: The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA Guidelines, and meets all of the following conditions:

- The proposed Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations. The proposed Project is located within the Downtown Mixed-Use land use designation of the Policy Plan (General Plan) Land Use Map, and the LUA-2N (Arts District- North) of the MU-1 (Downtown Mixed Use) zoning district. The proposed Project is consistent with all applicable Policy Plan policies, as well as with the requirements of the MU-1/LUA-2N (Downtown Mixed Use/Arts District- North) zoning district and the related proposed PUD, which, at the Project location, intends to accommodate a mixed-use development of housing and work spaces;

- The Project occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The Project is proposed within the established boundaries of the City of Ontario, on a project site totaling 0.48-acres of land, which is surrounded by established development on all sides and consists of a mix of multi-family, commercial, and warehouse land uses;

- The Project site has no value as habitat for endangered, rare, or threatened species. The site is located in an urbanized area that has been fully developed with a paved surface for vehicular

parking, and as such is not suitable habitat for any endangered, rare, or threatened species. Additionally, the site has not been identified on the federal or state designation maps;

- Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The work/live land use is similar to, and of no greater impact than other allowed uses and development projects within the LUA-2N (Arts District- North) of the MU-1 (Downtown Mixed Use) zoning district. The Project would not result in any significant impacts through implementation of required state, regional, and local development and performance standards, and as demonstrated in the Air Quality and Health Risk Assessment, Noise Analysis, and the Preliminary Water Quality Management Plan ("PWQMP") prepared for the Project;

- The site is adequately served by all required utilities and public services. All necessary wet and dry utilities are within the public street and are readily available for connection; and

- The application of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2.

PLANNING COMMISSION REVIEW: On December 18, 2023, the Planning Commission conducted a public hearing and voted 5-0 to recommend that City Council approve the Emporia Work/Live Planned Unit Development. At the same meeting, the Planning Commission approved a Development Plan (File No. PDEV21-011) to construct 9 work/live units that consists of 252 square-feet of ground floor commercial and 1,419 square-feet of residential on the upper 2 levels of a mixed-use development and a Conditional Use Permit (File No. PCUP23-011) to establish and operate live/work units, contingent upon City Council approval of the subject Application.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD21-002, A PLANNED UNIT DEVELOPMENT TO ESTABLISH DEVELOPMENT AND PERFORMANCE STANDARDS AND DESIGN GUIDELINES FOR 0.48-ACRES OF LAND LOCATED AT 413 WEST EMPORIA STREET WITHIN THE LUA-2N (ARTS DISTRICT- NORTH) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APN: 1049-059-03

WHEREAS, JWDS-MS Architects ("Applicant") has filed an Application for the approval of a Planned Unit Development (“PUD”), File No. PUD21-002, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 0.48 acres of land located at 413 West Emporia Avenue within the LUA-2N (Arts District- North) of the MU-1 (Downtown Mixed Use) zoning district, and is presently vacant and unimproved; and

WHEREAS, surrounding the project site are characterized by a mixture of single-family and multiple-family residential, light industrial, and commercial to the east, west, and north and are located within the LUA-2N (Arts District- North) of the MU-1 (Downtown Mixed Use) zoning district; and the Southern Pacific Railroad Corridor is located to the south of the project site; and

WHEREAS, Omnitrans Route 61, also identified as the future West Valley Connector Bus Rapid Transit (BRT), has existing eastbound bus stops on West Holt Boulevard near South Vine Avenue and South Palm Avenue, and a westbound bus stop on West Holt Boulevard near South Vine Avenue which is less than one quarter of a mile from the project site; and

WHEREAS, the MU-1 (Downtown Mixed Use) zoning district allows for joint work live quarters. Consistent with the MU-1 zoning district and TOP Downtown District Place Type, the proposed Emporia Work Live Lofts Planned Unit Development (PUD) allows for 9 work/live units with the ground floor dedicated to a commercial work studio and the upper 2 floors are for living. Additionally, the PUD requires the operator to reside within the unit and limits the residential occupancy to 4 residents; and

WHEREAS, the PUD requires a minimum of 1 resident parking space per bedroom and 1 visitor/employee parking space per 1000 square feet of gross floor area to be provided off street; and

WHEREAS, the PUD requires the work/live units to be occupied by artists, artisans, professionals, and similarly situated individuals subject to Chapter 5, Zoning and Land Use of the Development Code and shall require a Conditional Use Permit (CUP) pursuant to Section 4.02.025 (Conditional Use Permits) to operate; and

WHEREAS, the PUD includes architectural design guidelines, specific to the downtown location and mixed-use building type, and establishes the following design principles:

(a) Create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material;

(b) Create compatibility between the mixed-use architecture and the residential architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, “sameness” is discouraged;

(c) Use materials that exhibit permanence and quality, and that unify a building's appearance on all sides; materials and colors should accentuate the architectural details of the building and promote visual harmony. Brick, tile, pre-cast architectural concrete, stone veneers, and stucco are preferred;

(d) Employ simple massing with wall openings that create shadow line and provide visual relief;

(e) Provide highly visible public entrances, preferably oriented to streets and outdoor spaces; shop entrances may be clearly expressed with recesses, overhangs, special materials and/or detailing;

(f) Storefronts shall incorporate high quality building materials. A durable base material (18 inches high min.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used. Storefront glazing and exterior plaster should not terminate at the ground plane;

(g) Storefront glazing shall be clear glass to permit clear views into the interior space. The amount of such glass shall provide a balance between high visibility into the store interior and architectural character/quality;

(h) Entrance doors shall be of a traditional style and transparent as possible; however, an all glass door is prohibited; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, the Project is exempt from CEQA pursuant to a categorical exemption (listed in CEQA Guidelines Article 19, commencing with Section 15300) and the application of that categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; 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 is located within the Airport Influence Area of Ontario International Airport ("ONT"), 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 (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 December 18, 2023, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date, voting to issue Resolution No. PC23-102, recommending the City Council approve the Application; and

WHEREAS, on January 16, 2024, 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 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.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The administrative record has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(2) The Project is categorically exempt from environmental review pursuant to Section 15332 (Class 32, In-fill Development Projects) of the CEQA Guidelines, and meets all of the following conditions:

(a) The proposed Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The proposed Project is located within the Downtown Mixed-Use land use designation of the Policy Plan (general plan) Land Use Map, and the MU-1/LUA-2N (Downtown Mixed Use/Arts District- North) zoning district. The proposed Project is consistent with all applicable Policy Plan policies, as well as with the requirements of the MU-1/LUA-2N (Downtown Mixed Use/Arts District- North) zoning district and the related proposed Emporia Work Live Lofts Planned Unit Development, which, at the Project location, intends to accommodate 9 work/live units.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. The Project is proposed within the established boundaries of the City of Ontario, on a project site totaling 0.48-acres of land, which is surrounded by established development on all sides and consists of a mix of single-family and multiple-family, light industrial, and commercial land uses.

(c) The Project site has no value as habitat for endangered, rare, or threatened species. The site is located in an urbanized area that has been fully paved, and as such is not suitable habitat for any endangered, rare, or threatened species. Additionally, the site is not identified on federal or state designation map.

(d) Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed residential development is similar to, and of no greater impact than other allowed uses and development projects within the MU-1/LUA-2N (Downtown Mixed Use/Arts District- North) zoning district. The Project would not result in any significant impacts through implementation of required state, regional, and local development and performance standards, and as demonstrated in the Air Quality and Health Risk Assessment, Noise Analysis, and the Preliminary Water Quality Management Plan ("PWQMP") prepared for the Project.

(e) The site is adequately served by all required utilities and public services. All necessary wet and dry utilities are within the public street and are readily available for connection; and

(3) The application of the categorical exemption is not barred by one of the exceptions set forth in CEQA Guidelines Section 15300.2; and

(4) The determination of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2: ***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

SECTION 3: ***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 and 2, above, the City Council hereby concludes as follows:

(1) ***The proposed PUD, 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.*** The Project is consistent with Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. Described within the PUD are The Ontario Plan objectives in which the Project complies with the Policy Plan goals and policies.

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The Planning Commission has required certain safeguards through conditions of approval, which have been established to ensure that: [i] the purposes of the Planned Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan.

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The Emporia Work Live Lofts PUD area is situated in the heart of Ontario's downtown and is adjacent to residential, light industrial, and commercial land uses and development. The surrounding development supports the objective of the PUD for joint work live quarters development. The Project does not affect the harmonious relationship with adjacent properties and land use.

(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.*** In preparing the proposed Emporia Work Live Lofts PUD, a thorough review and analysis of the proposed Project and the subject site's physical suitability for the Project was completed, including analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage. Based upon this review and analysis, the subject site has been deemed physically suitable, including but not limited to parcel size, shape, access, and availability of utilities, for the proposed Planned Unit Development and the proposed development.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The Emporia Work Live Lofts PUD will establish minimum building setbacks, parking requirements, architectural design guidelines and establish occupant requirements. These standards will facilitate the mixed-use development of 9 work/live units. The proposed Emporia Work Live Lofts PUD will allow for subsequent development that is superior to that which could be obtained through the application of the Development Code by itself.

SECTION 4: ***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 Application, attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 5: ***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 6: ***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 7: ***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 8: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 9: ***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 6th day of February 2024.

_____
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. 3269 was duly introduced at a regular meeting of the City Council of the City of Ontario held January 16, 2024 and adopted at the regular meeting held February 6, 2024 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. 3269 duly passed and adopted by the Ontario City Council at their regular meeting held February 6, 2024 and that Summaries of the Ordinance were published on January 23, 2024 and February 13, 2024, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PUD21-002;
Emporia Work/Live Lofts PUD

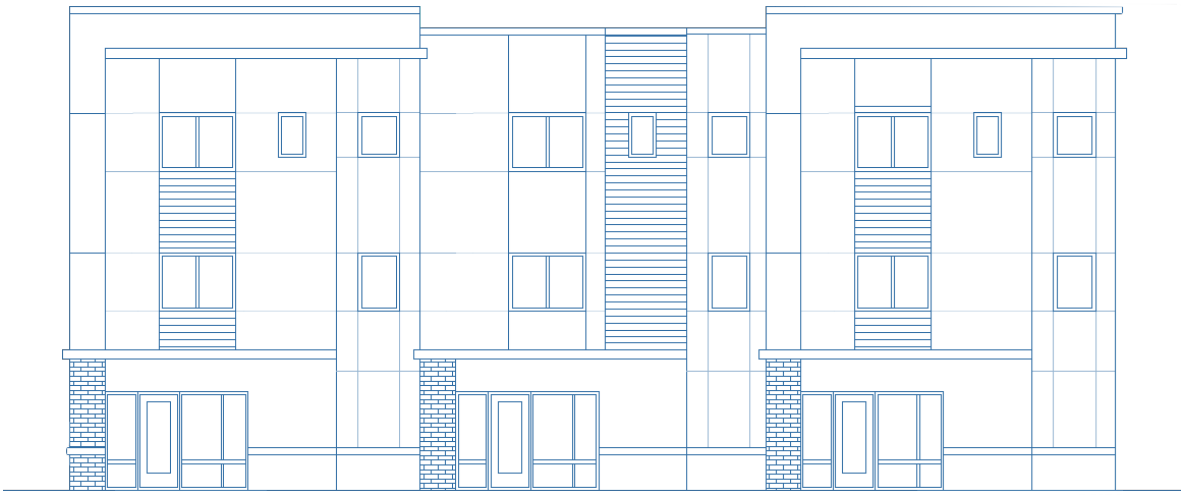
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EMPORIA WORK/LIVE LOFTS
PLANNED UNIT DEVELOPMENT

413 W. Emporia Street
Ontario, California



December 18, 2023- Draft

EMPORIA LIVE/WORK PLANNED UNIT DEVELOPMENT

413 W. Emporia Street

Ontario, California



Prepared for:

CITY OF ONTARIO
303 East B Street
Ontario, California 91764

Prepared by:

KEN LEE CONSULTING, LLC
Ken Lee, Principal
ken@kenleeconsulting.com
Kim Sutantyo, Project Manager
kim@kenleeconsulting.com
949.529.0915

In coordination with:

JWDA-MS ARCHITECTS
Michael Sun, President
jwda@sbcglobal.net
626.288.9199

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SECTION 1 INTRODUCTION

This Planned Unit Development ("PUD") Plan for the Emporia Live/Work Project ("Project") in the City of Ontario ("City") provides an overview and description of the proposed live/work project located at 413 West Emporia Street. The nine-unit Project is situated on a 0.46-acre vacant property ("Property") located on the south side of West Emporia Street between South Vine and South Fern Avenues (see Exhibit 1.1 Project Location Map). The Project site is located in the Ontario Plan Downtown Mixed Use District (MU-1) Zone, Land Use Area 2N District (LUA-2N, Arts District - North), which requires the establishment of a Planned Unit Development and Conditional Use Permit ("CUP") prior to the development of the property as set forth in the Ontario Development Code Sections 4.01.030 (Planned Unit Developments (PUD) and Amendments) and 5.02.010 (Allowed Land Uses, Activities, and Facilities). This PUD Plan ("Plan") describes the City's vision for the Downtown Mixed Use District, explains how the Project promotes the City's land use goals and revitalization objectives, aligns with the City's planning and design principles, and establishes the land use and development standards for the Project site. Unless otherwise defined herein, the definitions and interpretations contained in the City's Development Code shall apply to this Plan.

City staff and private developers shall rely on this Plan to determine whether proposed development plans for the Property are adequate and meet the City's land use and design objectives.

EXHIBIT 1.1: PROJECT LOCATION MAP

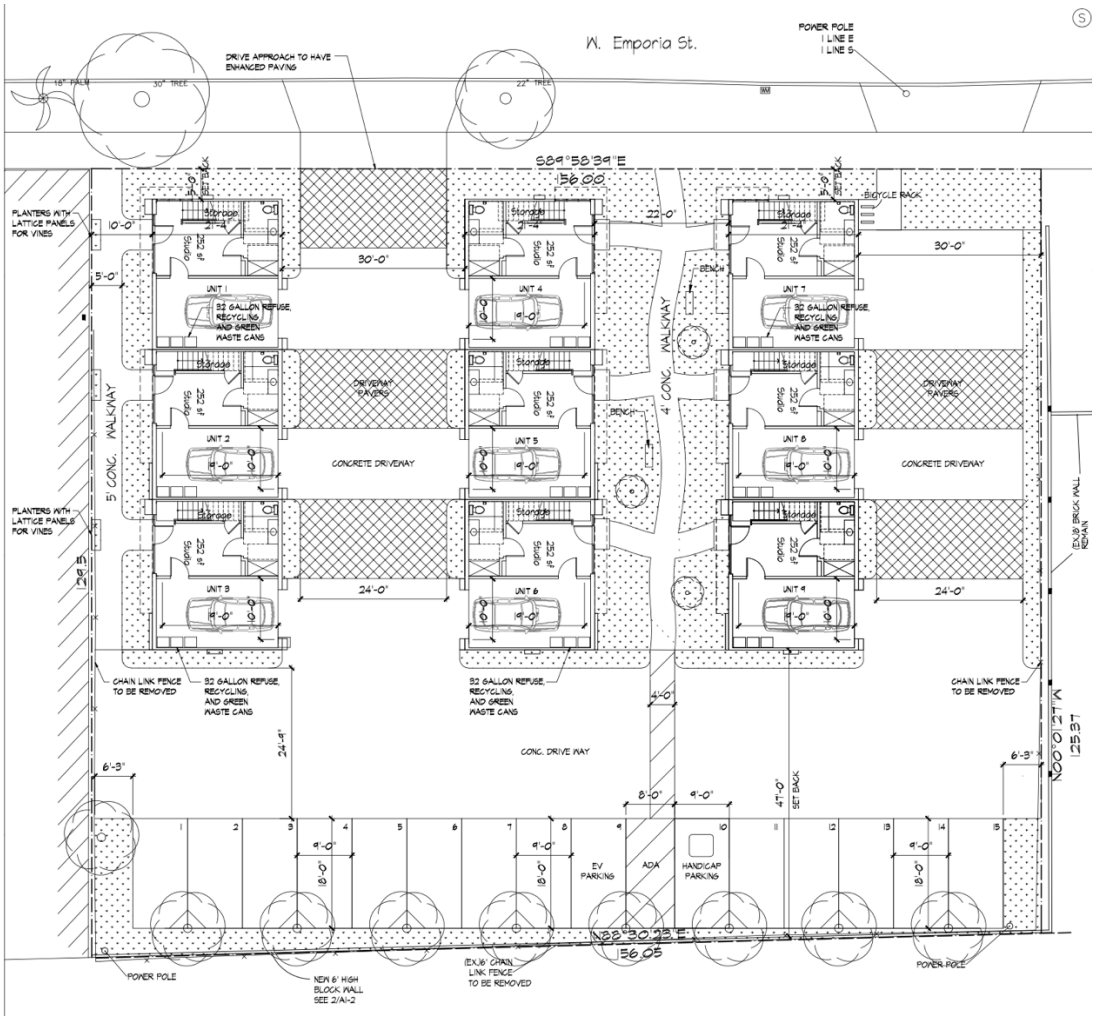


1.1 Project Overview

The proposed Project consists of three detached three-story buildings with a total of nine live/work units. Each building is situated directly on Emporia Street with uncovered parking spaces at the rear of the property (see Exhibit

1.2 Project Site Plan). There are two unit types (garage configurations swapped), both 1,198 square feet in size and include an attached one-car garage. The "work" portion is located on the ground floor while the "live" portion is on the second and third floors.

EXHIBIT 1.2: PROJECT SITE PLAN



SECTION 2 PROJECT OBJECTIVES

The Ontario Plan 2050 ("TOP", also referred to as the General Plan) designates the Property for Mixed Use (MU-1 (Downtown)) land uses (see Exhibit 2.1). The MU land use category provides for "an intense mixture of uses that, when concentrated, create focal points for community activity and identity and facilitate the use of transit." The Mixed Use land use category accommodates a horizontal and/or vertical mixture of retail, service, office, restaurant, entertainment, cultural, and residential uses. The Mixed Use designation requires approval of an Area Plan or Planned Unit Development prior to the development of the property. Additionally, the designation specifies a residential density range of 25 to 75 dwelling units per acre and a maximum floor area ratio (FAR) of 2.0.

EXHIBIT 2.1: GENERAL PLAN LAND USE PLAN



The Project is consistent with the principles, goals, and policies set forth in The Ontario Plan, including: (1) Vision; (2) Policy Plan; (3) Implementation Programs; and (4) City Council Priorities.

2.1 Vision

On August 16, 2022, the Ontario City Council adopted The Ontario Vision 2050. The central theme that motivates the Vision is: "A sustained, community-wide prosperity which continuously adds value and yields benefits… Everything the City does and every action the City takes is done with the simple yet comprehensive theme in mind, from the design quality of the built environment, to the intent of designing socio-economic programs, to the way in which its leaders govern as a community. In discussing a Vision that would endure for the lifetime of The Ontario Plan (30 years or more), the City Council recognized that there are four components that serve as the basic building blocks that set the foundation for a unified and prosperous community. These foundational blocks must be expressed and widely accepted throughout The Ontario Plan's lifetime." They are:

1. A **Dynamic Balance** that enables the community to confront the continued dynamic growth of the region and technological change with confidence and a sense of opportunity.

2. A **Prosperous Economy** that sustains the perception and reality of prosperity across our entire community that positively impacts all the people or Ontario and is broadly – though not uniformly – shared.

3. **Distinctive Development** that integrates our varied and diverse focal points, districts, villages, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.

4. **Recognized Leadership** in local governance that stimulates excellence and serves to unify the people of Ontario in support of best practices in conducting public endeavors.

The Emporia Live/Work Project would implement the Ontario Vision by:

- Developing live/work units on a site intended to recognize Ontario's historic downtown as the arts and entertainment center for the surrounding region.

- Preserving the integrity and character of the Downtown Mixed Use Zoning District while implementing the vision of an artist area in the Downtown.

- Incorporating high-quality materials that are complementary of the existing neighborhood and consistent with the design guidelines established for the Downtown Mixed-Use District.

- Implementing the TOP's vision by creating a live/work development that provides a location for artists and galleries to strengthen the economic base of the area.

2.2 Ontario Plan – Policy Plan

2.2.1 LAND USE ELEMENT

Relevant The Ontario Plan Land Use Element ("LUE") Goals and Policies are described below.

Goal/Policy	General Plan Land Use Goal/Policy	Discussion
LUE Goal 1	***Balance.*** 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.	The development of a live/work project implements the vision of providing people a place where they can live where they work.
LUE Policy 1-1	***Strategic Growth.*** Concentration of growth in strategic locations that help create place and identity, maximize available and planned infrastructure, and foster development of transit.	The Project site is an infill parcel identified in the "Downtown District Place Type (Figure CD-023) of The Ontario Plan. It is in close proximity to transit nodes and a variety of land uses.
LUE Goal 2	***Compatibility.*** Compatibility between a wide range of uses and resultant urban patterns and forms.	The PUD takes into account the existing uses surrounding the property and buffers new development through setbacks.
LUE Policy 2-2	***Buffers.*** Mitigation or buffers between existing uses where potential adverse impacts could occur.	The PUD provides privacy buffers with decorative masonry walls, landscaping and setbacks.

2.2.2 HOUSING ELEMENT

Relevant The Ontario Plan Housing Element ("HE") Goals & Policies are described below.

Goal/Policy	Housing Element Goal/Policy	Discussion
HE Goal 1	***Neighborhoods & Housing Development Standards.*** Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.	The PUD will ensure that adequate public services, infrastructure, open space, parking and traffic management, pedestrian and bicycle routes, and public safety are provided consistent with the City master plans and neighborhood plans.
HE Goal 2	***Housing Supply & Diversity.*** 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.	The PUD will allow for the development of nine 2-bedroom live/work units.
HE Policy 2-5	***Housing Design.*** Architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.	The PUD will ensure the Project's architectural enhancements contribute to creating an urban environment that promotes pedestrian traffic to the envisioned ground-floor artist studios.
HE Policy 2-6	***Infill Development.*** Revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.	The PUD would permit the redevelopment of a vacant site in the heart of the City's downtown.

2.2.3 COMMUNITY DESIGN ELEMENT

Relevant The Ontario Plan Community Design Element ("CDE") Goals & Policies are described below.

Goal/Policy	General Plan Community Design Element Policy	Discussion
CDE Goal 1	***Image & Identify.*** A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.	The PUD will preserve the integrity and character of the Downtown area.
CDE Policy 1-2	***Place Types.*** 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 PUD adds to the cultural "heart" of the City by expanding the City's housing opportunities through a Live/Work development and a creative space for artisans.
CDE Policy 1-3	***Existing Neighborhoods.*** *The existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.*	The PUD provides landscaping and building setbacks to be sensitive to adjacent land uses.
CDE Goal 2	***Design Quality.*** A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes that are attractive, safe, functional, and distinct.	The PUD provides an architectural design and landscaping that are consistent with, and promote walkability of, the neighborhood.

Goal/Policy	General Plan Community Design Element Policy	Discussion
CDE Policy 2-1	***Quality Architecture.*** Convey visual interest and character through: • Building volume, massing, and height to provide 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 • Exterior building materials that are visually interesting, high quality, durable, and appropriate for architectural style.	The PUD is architecturally consistent with the Downtown Ontario Design Guidelines, incorporating a variety of materials and articulation throughout the live/work development, and further enhanced with landscaping.

2.2.4 CENTER CITY REDEVELOPMENT PLAN OBJECTIVES

The Project is located within the former Center City Redevelopment Project Area. Although the redevelopment project area no longer exists, the City continues to recognize the goals and objectives of the Center City Redevelopment Plan and supports projects that achieve its vision. The following objectives have been identified from the Redevelopment Plan pertaining to the Planned Unit Development:

- Create a healthy and exciting urban variety, the ability to work, live, shop and play within a small area, combine daytime and nighttime use, and conserve energy and resources through mixed-use land development;
- Create an attractive and pleasant environment in the Project Area through the use of proper design, open space, and other amenities to enhance the aesthetic quality;
- Encourage and facilitate medium and high-density development, including, but not limited to, condominiums, townhouses, apartments, and similar compatible uses;
- Provide improvements necessary for the elimination of blight, and provide for the orderly development of commercial, industrial, and residential areas within the redevelopment project area.

The Center City Redevelopment Project Area Plan envisioned revitalization of the City's downtown area, in part, by infusing high-density residential and mixed-use developments into the downtown core. The Ontario Plan was established to further this vision and is intended to create an intensive mixture of retail, office, and residential uses in a pedestrian-friendly atmosphere, ensure the historic character of the district is enhanced, and concentrate the most intense/dense development along Euclid Avenue and Holt Boulevard.

2.3 City Council Goals

The PUD is consistent with the City Council's goals to:

- Invest in the growth and evolution of the City's economy; and
- Focus resources in Ontario's commercial and residential neighborhoods.

2.4 Implementation & Objectives

The PUD implements the Ontario Plan through the development of nine live/work units in an area identified within the City's Housing Element as growth area for development. The PUD's objectives are to:

- Develop quality live/work development;
- Establish a livable project that is sensitive to the surrounding land uses, including the adjacent railroad corridor, by orienting buildings away from the corridor;
- Promote expanded housing opportunities in Ontario's Art District;
- Promote work-from-home and small business growth; and
- Encourage development of projects that will increase the daytime and nighttime population; and
- Establish and maintain a harmonious use of land with the downtown area accommodating residential, commercial, retail, artisan co-ops, and cultural activities

SECTION 3 LAND USE PLAN

3.1 Land Use Designation

The Project site is located within the Downtown Mixed Use land use area of the Ontario Plan Policy Plan (general plan) land use district, and the LUA-2N (Arts District – North) of the MU-1 (Downtown Mixed-Use) zoning district, which implements the Downtown Mixed Use. The MU-1 zoning district is established to accommodate an intensive mixture of vertical and horizontal retail and office uses at a development intensity of up to 2.0 FAR, and the Arts District is intended to create a dynamic destination energized by artistic, educational, and commercial participants.

The Arts District North accommodates a mix of single and multiple-family residential, work/live lofts, artisan co-ops, restaurants, galleries, breweries, and other commercial uses intended to strengthen the economic base of the area. Specific to the project location and site, permitted land uses are restricted to work/live units and light industrial uses, and/or a mix of commercial and light industrial uses in the same building specifically or on the same site.

3.2 Permitted and Conditionally Permitted Uses

Work/live units may only be occupied by artists, artisans, professionals, and similarly situated individuals subject to Chapter 5, Zoning and Land Use of the Development Code and shall require a Conditional Use Permit (CUP) pursuant to Section 4.02.025 (Conditional Use Permits) to operate.

Occupants and land uses may include:

Artist includes a person who creates art, such as painting, sculpture, music, and performances using conscious skill and creative imagination.

Boutique/Artisan Small-Scale and Micro Manufacturing Facilities includes all types of small-scale businesses that produce tangible goods, such as but not limited to: textiles, hardware and hardware prototyping, woodworking, metal working, 3D printing, consumer product design and prototyping, nonalcoholic beverage production, local food production and packaging, soaps, perfumes and lotions. Businesses may provide products directly to the consumer and/or to other businesses.

Similarly situated individuals include, but are not limited to, professionals that are engaged in accounting, legal, architecture, engineering, planning, bookkeeping, academic, and payroll professions. Similarly situated individuals shall conduct their activities in a manner that preserves the residential character of the neighborhood, safeguards the privacy, safety, and health of all residents.

SECTION 4 DEVELOPMENT REGULATIONS

4.1 Development Intensity

The "workspace" area of the Work/Live Lofts, as described in Section 3.2, Permitted and Conditionally Permitted Uses, shall be limited to the ground floor. Upper levels shall be restricted to residential land use only. Each Work/Live unit shall be a minimum of 1,100 square feet with a minimum of 160 square feet designated, reserved and used as workspace for commercial purposes.

4.2 Building Height

Buildings shall be constructed with three levels not to exceed 35 feet in height, except roof-mounted equipment, architectural projections, chimneys, elevator towers, parapet walls, and any other roof top structures, may exceed maximum by up to 10% of the allowed building height. No rooftop equipment shall be visible from anywhere on the project site, public streets, or adjacent properties, and shall be fully screened with appropriate architectural parapet walls or appropriate roof treatments. Roof-mounted equipment shall not exceed the height of the structures and appurtenances used to screen the equipment.

4.3 Building Setbacks

Minimum building setbacks shall be set forth in Table 4-1 (Building Setbacks) and shall comply with Table 4.1.

TABLE 4.1: MINIMUM BUILDING SETBACKS

Setback	
Emporia Street	5 feet
Interior Side	5 feet
Rear	10 feet
Structure	6 feet
Garage to garage	30 feet

All setbacks shall be measured from the ultimate property lines. Placement of buildings, structures, fences, walls, utility facilities, yards, etc. will be based on the street right-of-way and property line dimensions. Allowable encroachments in yards include (maximum 6-foot high) property line fences and gates, landscaping, paving, and public utilities. Architectural features, balconies may encroach a maximum of 3 feet.

4.4 Landscaping & Irrigation Plan

A conceptual landscape plan and preliminary drainage plan shall be submitted with the development plan for the Project. The plan shall specify all landscape and hardscape elements for the development plan site and shall provide a minimum site coverage of 15 percent. Detailed landscape and irrigation plans shall be required prior to issuance of building permits. The detailed plans shall show location of ground-mounted utility boxes and equipment, along with the methods of screening for these items from the public right-of-way and adjacent residences where possible.

The landscape and irrigation plan shall be designed with water conservation in mind, utilizing "California friendly" species and drought tolerant planting materials. The landscaping and irrigation shall comply with AB 1881 and all other laws the regulations related to planting materials.

4.5 Equipment Screening

All roof-mounted and ground-mounted equipment shall be fully screened from view of the public street and adjacent developments. The location of equipment shall be designed to allow screening with landscape materials, walls, architectural features, parapet walls, etc. Screening shall be designed to be integrated into the design of the Project.

4.6 Fences & Walls

Fences and walls for the Project shall be made of decorative materials which are compatible with the overall architectural character of the Project. All fences and walls shall be in scale with the Project to fulfill screening and security needs. The existing 8-foot tall block wall on the eastern property line will remain. Planters with latticed vines will be planted along the western property line to provide a buffer from the adjacent building. A 6-foot tall block wall shall be constructed to replace an existing chain link fence along the southern property line. Although the Project's Noise Study concluded the cumulative noise levels of adjacent train and airport activities comply with the maximum City of Ontario Noise standards of 65 dBA CNEL for residential and outdoor useable areas, a block wall would help reduce onsite noise levels. All walls shall be constructed consisted with the Ontario Development Code requirements for walls and fences.

4.7 Signs

A Master Sign Program shall be submitted for approval by the Planning Department, prior to issuance of a building permit. The sign program shall be consistent with the Downtown Ontario Design Guidelines, and shall include tenant signs, pedestrian signs, directional signs, etc.

4.8 Public Right-of-Way Improvements

The Project shall also improve the public right-of-way to be consistent with the City's General Plan and Municipal Code. Public right-of-way improvements include, but are not limited to, the following: street pavement, curb and gutter, public sidewalks, streetlights, and fire hydrant. At a minimum, the improvements shall incorporate all items along the street frontage to be developed with proper transitioning if the entire block frontage is not being installed simultaneously. All off-site improvements shall be installed in accordance with City standards, and to the satisfaction of the City Engineering Department.

4.9 Infrastructure

Water service for this PUD site will be provided by utilizing the existing water lines under Emporia Street. Sewer connections from the PUD project site will also connect to existing lines in Emporia Street. On-site storm water drainage facilities shall be provided to capture and infiltrate a 2-year, 1-hour storm event, consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement, or underground stormwater retention/infiltration vaults. All building roof and paved area runoff shall be directed into depressed landscaped swales, trenches or basins, within the development in order to comply with the requirement to capture and infiltrate the 2-year, 1-hour storm event runoff. All proposed Development Plans are required to prepare a Preliminary Water Quality Management Plan.

SECTION 5 PARKING AND CIRCULATION

5.1 Site Accessibility and Circulation

The site shall be designed to promote the safety of patrons and residents. This can be achieved through building orientation and placement to minimize the use of gates and fencing and provide multiple points of access. Primary vehicular access to the site is from a 2-way driveway, located on Emporia Street, that leads to a 24-foot-wide drive aisle providing access to private garages and surface parking spaces. The location of the drive aisle on Emporia Street shall be approved by the City Engineer.

Site design must provide for safe pedestrian circulation across the project site by separating the pedestrian areas from the vehicular access. This includes, but is not limited to, accessibility from the parking lot to unit entries, site amenities, and perimeter sidewalk areas. Pedestrian pathways will include enhanced paving treatments and textured and/or color pigmented concrete. Fencing and gates may be used to limit public access to resident-only areas.

5.2 Access to Mass Transit

Omnitrans Route 61, also identified as the future West Valley Connector Bus Rapid Transit (BRT), has existing eastbound bus stops on West Holt Boulevard near South Vine Avenue and South Palm Avenue, and a westbound bus stop on West Holt Boulevard near South Vine Avenue which is less than one quarter of a mile from the project site.

5.3 Parking Requirements

Off-street parking requirements for the Project requires a minimum of 1 parking space per bedroom and 3 spaces per 1,000 GFA (Gross Floor Area) of workspace area. All parking space size and location requirements shall conform to the standards set forth in Section 6.03.045 (Off-street Parking Standards) of the Ontario Development Code.

SECTION 6 DESIGN GUIDELINES

6.1 Building Orientation & Streetscapes

Building orientation shall be designed to minimize noise impacts, aid in providing site safety, create proper accessibility to unit entries and parking areas, and maximize views from each of the units. Buildings shall be located adjacent to the north property line (Emporia Avenue) and oriented east-west away from the railroad corridor on the southern border of the Project site.

6.2 Architecture and Design

The architectural character establishes the following design principles:

(i) Create an architectural character that reflects the various styles within the historic downtown by using similar proportions, building details and building material.

(ii) Create compatibility between the mixed-use architecture and the residential architecture within the downtown area; the introduction of unifying elements such as similar materials and colors should be considered; however, “sameness” is discouraged.

(iii) Use materials that exhibit permanence and quality, and that unify a building's appearance on all sides; materials and colors should accentuate the architectural details of the building and promote visual harmony. Brick, tile, pre-cast architectural concrete, stone veneers, and stucco are preferred.

(iv) Employ simple massing with wall openings that create shadow line and provide visual relief.

(v) Provide highly visible public entrances, preferably oriented to streets and outdoor spaces; shop entrances may be clearly expressed with recesses, overhangs, special materials and/or detailing.

(vi) Storefronts shall incorporate high quality building materials. A durable base material (18 inches high min.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used. Storefront glazing and exterior plaster should not terminate at the ground plane.

(vii) Storefront glazing shall be clear glass to permit clear views into the interior space. The amount of such glass shall provide a balance between high visibility into the store interior and architectural character/quality.

(viii) Entrance doors shall be of a traditional style and transparent as possible; however, an all glass door is prohibited.

6.3 On-site Lighting

Decorative light fixtures attached to the buildings shall be compatible with the architectural style of the buildings. All lighting of facades, decorative fixtures, store window interiors, awnings, and signs shall be designed in accordance with the criteria set forth in Section 2D of the Downtown Ontario Design Guidelines. The use of building lighting and recessed wall mounted step lights to light pathways are encouraged. Decorative pole lights and fixtures shall be used which compliments the architectural design theme throughout the project area. All other on-site lighting shall meet the development standards of the Ontario Development Code.

SECTION 7 ADMINISTRATION

7.1 Environmental Performance Standards

All land uses shall adhere to the environmental performance standards set forth in the Ontario Development Code, to avoid and minimize impacts involving noise, vibration, dust and paint, smoke, light, glare and heat, odors and gasses, hazardous and radioactive materials, and electromagnetic interference.

Architectural plans for all work/live units shall be submitted to the City of Ontario Building Department for an acoustical plan check, prior to the issuance of building permits, to assure that construction methods use standard materials that will attenuate 20 dBA of sound from outside to inside, or such that indoor noise does not exceed 45 dBA.

7.2 Items Not Addressed in the PUD

Any terms, requirements, or regulations not addressed within this Planned Unit Development document shall be governed by the City of Ontario Development Code, the regulations of the General Mixed Use zones, and City standards.

7.3 Development Applications

Development Plan approval, pursuant to the requirements of Ontario Development Code Section 4.02.025 (Development Plans), shall be required for the physical alteration of lots, the construction of a building, or the addition or significant alteration of an existing building. A development plan application shall be submitted to the Planning Department on a City application form pursuant to the requirements of Ontario Development Code Division 2.02 (Application Filing and Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures).

7.4 Administrative Exceptions

Deviation from the development standards set forth in this document may be granted up to a maximum of 10 percent by the Zoning Administrator. Any deviation that is greater than 10 percent shall require variance approval.



JWDA-MS ARCHITECTS
8932 E. Mission Drive, Suite 101
Rosemead, CA 91770
Contact: Michael Sun, President
E-mail: jwda@sbcglobal.net
Phone: 626.288.9199

KEN LEE CONSULTING, LLC
Contact: Ken Lee, Principal
E-mail: ken@kenleeconsulting.com
Phone: 949.529.0915

APPENDIX A: ORDINANCE ADOPTING PUD
(Appendix A follows this page- to be updated)

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Manuel Rebolledo Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH FORD OF UPLAND, LLC FOR THE PROCUREMENT OF FORD ORIGINAL EQUIPMENT MANUFACTURER PARTS AND REPAIR SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 5 to the Goods and Services Agreement with Ford of Upland, LLC, of Upland, California, in the amount of $70,000, for a total not-to-exceed contract amount to $370,000 for the procurement of Ford original equipment manufacturer (OEM) parts and repair services.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Equipment Services Fund for procurement of Ford OEM parts and repair services. The proposed Amendment No. 5 will increase the contract amount by $70,000 for a total not-to-exceed contract amount of $370,000.

BACKGROUND & ANALYSIS: The City owns, operates, and routinely maintains and repairs over 700 vehicles and pieces of equipment to keep them safe and operational. The Fleet Services Department relies on its vendors to supply parts and perform repairs to our fleet.

In July 2019, the City Council awarded a one-year agreement with four additional one-year terms to Ford of Upland, LLC. Since then, Ford of Upland, LLC, has met or exceeded expectations of the Fleet Services Department for Ford OEM parts and repairs. Due to supply chain shortages and price increases in raw materials, Staff now recommends increasing the total authorized contract amount to ensure the Fleet Services Department can continue to maintain and service vehicles quickly and keep them operational.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 5 TO THE GOODS AND SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FORD OF UPLAND, LLC

1. Parties and Date.

This Amendment No. 5 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Ford of Upland, LLC, a Limited Liability Corporation "Contractor". City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods and Services" dated July 1, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to increase compensation by $70,000. The Parties have heretofore entered into Amendment No. 1 dated July 1, 2020, Amendment No. 2 dated June 15, 2021, Amendment No. 3 dated June 13, 2022, Amendment No. 4 dated August 4, 2023.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 2.1, 12.9, and 12.17 of the Agreement.

3. Terms.

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

"Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three-Hundred Seventy Thousand Dollars ($370,000)** without written approval of City Manager.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 5.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

3.5 Severability. If any portion of this Amendment No. 5 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6 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. 5 TO GOODS AND SERVICE AGREEMENT BETWEEN THE CITY OF ONTARIO AND FORD OF UPLAND, LLC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No.5 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

FORD OF UPLAND, LLC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Tim Masot Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Bonnie Tam, Gina Gomez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: AN AMENDMENT TO THE GOODS AND EQUIPMENT PURCHASE AGREEMENT WITH ALL AMERICAN ASPHALT FOR ASPHALT MATERIALS

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Goods and Equipment Purchase Agreement with All American Asphalt, of Corona, California, in the amount of $146,000, for a total not-to-exceed contract amount of $1,111,970 to complete the residential street overlay program for Fiscal Year 2023-24.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Amendment No. 1 to the Goods and Equipment Purchase Agreement with All American Asphalt increases the contract amount by $146,000 for a new total contract amount not-to-exceed $1,111,970. The Fiscal Year 2023-24 Adopted Budget includes appropriations in the Gas Tax Fund for the procurement of asphalt materials for street overlay.

BACKGROUND & ANALYSIS: The City routinely purchases asphalt and other materials from suppliers on an as-needed basis for on-going maintenance and repairs. The suppliers will be compensated for materials based on the fee structures and material billing rate set forth in the respective one-year purchasing Agreements.

On July 18, 2023, the City Council approved All American Asphalt as the asphalt materials supplier for the City's Fiscal Year 2023-24 residential street overlay program. Due to price increases in asphalt materials and delivery, Staff now recommends increasing the total authorized compensation to ensure the Parks & Maintenance Department can continue to complete the six residential streets that are scheduled to be paved in June 2024 for our Fiscal Year 2023-24 residential street overlay program.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 1 TO THE GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND ALL AMERICAN ASPHALT

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 All American Asphalt, a Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods and Equipment Purchase Agreement" dated July 18, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to increase the total compensation amount by $146,000 for a total not-to-exceed compensation of $1,111,970.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 6 of the Agreement.

3. Terms.

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

> The City shall issue an official City Purchase Order for products based on the terms of the contract. Upon delivery and acceptance by the City, vendor shall submit an official invoice for payment. Payment for work completed will be made within thirty (30) days of approved invoice. No payment will be made for products ordered without proper purchase order authorization. Payment cannot be made until materials, goods, or

services have been received and accepted by the City in the quality and quantity ordered. The total compensation shall not exceed **One Million One Hundred Eleven Thousand and Nine Hundred Seventy Dollars ($1,111,970)** without written approval of the City Manager. In the event of disputes, the disputed invoice shall be submitted to the City Manager for his review and decision. The determination of the City Manager shall be final.

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 GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND ALL AMERICAN ASPHALT

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

All American Asphalt

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WINDSONG PRODUCTIONS, LLC FOR VIDEO PRODUCTION SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Windsong Productions, LLC, of Fresno, California to extend the scope of services and increase funding for a total not-to-exceed contract amount of $812,302.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended Amendment increases the authorized contract of $753,312 by $61,735 over the remaining three years. Funding includes a 25% increase for contingency in case estimated costs of the projects exceed the contract amount. This brings the total not-to-exceed contract amount to $815,047. Appropriations are included in the General Fund for the Fiscal Year 2023-24 Adopted Budget.

BACKGROUND & ANALYSIS: On November 2, 2021, the City executed a Professional Services Agreement with Windsong Productions, LLC. (Windsong) for video production services following a competitive Request for Proposals (RFP) process. The Ontario Police Department has requested estimated costs to update the recruitment video that can generate interest in future candidates looking for a career with the Police Department. The amended agreement also includes estimated funding to produce a video that will highlight the Community Outreach and Support Team (COAST), a newly formed crisis intervention team. It will promote the City's effort to provide resources and assistance related to mental health.

Currently Windsong's services include the Made in Ontario series and the annual State of the City video. In addition, Windsong films City events including Route 66 Cruising Reunion, Holiday Tree Lighting Ceremony, and the Fourth of July Parade, among others. Video production services are an imperative part of the City's marketing and advertising efforts as they allow the City to feature businesses to the public, as well as provide engaging visual content for the community and prospective candidates.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WINDSONG PRODUCTIONS LLC

1. Parties and Date.

This **Amendment No. 2** to the Professional Services Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California ("City"), and **Windsong Productions, LLC,** a California limited liability company. City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. City and Consultant entered into an agreement titled "Professional Services Agreement"" dated November 2nd, 2021 ("Agreement").

2.2 First Amendment. City and Consultant entered into Amendment No. 1 to the Agreement, dated September 7, 2022, for the purposes of increasing the not-to-exceed compensation amount.

2.2 Amendment Purpose. City and Consultant now desire to amend the Agreement to expand the scope of services and once again increase the not to exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. The not to exceed compensation amount in Section 3.2.1 of the Agreement, as amended by Amendment No. 2, shall be increased by $61,735.00, bringing the total not-to-exceed compensation amount to Eight Hundred Fifteen Thousand, Forty-Seven Dollars and Zero Cents ($815,047.00).

3.2 Amendment. An expanded Scope of Services, which is attached hereto and referenced herein as Exhibit "A-1" is hereby added to the Agreement.

3.3 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**.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this **Amendment No. 2**.

3.5 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.

3.6 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 THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND WINDSONG PRODUCTIONS LLC

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

WINDSONG PRODUCTIONS LLC

If Corporation, Two Signatures are required. President or Vice President and Secretary or Treasurer.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

COAST Team Production



ESTIMATE

Windsong Productions
351 O Street
Fresno, CA 93721

TEL. 559.437.3900

Ontario Police Department

Date: 2024-01-23
Title: **Ontario Police DPT: COAST Team Production PKG** Estimate #: **11885 r2**
Prepared By: Joann Mercado Hicks

Project Description: Estimate includes (1) x filming day with Ontario Police Department and the edit of the following deliverables:

(1) x up to 4 minutes long form community-oriented training video for COAST (Community Outreach and Support Team).

REVISED to reflect standalone filming day.

Scope of Work	Cost

Video Production
(1) Day of Filming with Ontario Police Department's COAST Team; REVISED (1/23/24) to reflect standalone day.

Internal Services

Pre-production
pre-production

Transcription
Official transcriptions of interviews; up to (4)

Director
Director to oversee filming and edit

Producer
Producer to oversee pre and post production

Production Assistant
PA on set; (1) day of filming and pre-pro

Editing
editing of (1) x up to 4 minutes community-oriented training video. Includes footage import, edit, animation, color correction, rendering, exporting and proof uploading. Includes up to (2) round of client revisions per spot.

Assistant Editing
assistant editor to cull through the footage, catalog and re-assemble editing timeline

External Expenses

Director of Photography
Director of Photography; (1) day of filming + travel

B Camera Operator
B Camera Operator; (1) day of filming + travel

G&E Swing
G&E Swing; (1) day of filming + travel

Music
(3) royalty free music track

Exhibit A-1
Expanded Scope of Services



ESTIMATE

Windsong Productions
351 O Street
Fresno, CA 93721

TEL. 559.437.3900

Date: 2024-01-23

Title: **Ontario Police DPT: COAST Team Production PKG** Estimate #: **11885 r2**

Meals
M&IE; Ontario, CA for crew

Production Management

Internal Services

Client Communication
no charge

Internal Meeting/Communication

Production Management
scheduling, crew communication pre- and post-shoot

Internal Expenses

Project Archive & Storage
ingest footage and meta-tag, make back-ups, compress footage with timecode for transcribing

---

Total $17,371.45

Terms & Conditions

1. Final project cost due upon delivery of Final Product (commercial, video, long form, etc.).

2. Late Payment Charge. Final project costs or any balance due from Client which is not received within (45) days of the later of (i) delivery of the Final Product or (ii) billing of Client for the balance due, shall accrue interest at the rate of three percent (3%) per annum until paid in full.

3. All cost estimates herein may vary +/- 10%. Any deviation from original Project scope as described in this document may result in a change in price. Should this occur, Client will be made aware of the change as soon as possible. Any alterations by the Client of Project specifications may result in price changes. All additional costs exceeding the original cost estimate herein will be quoted to and approved by Client before costs are incurred. If rush conditions occur whereby material delivery deadlines cause overtime, 1.5x rate for the overtime task incurred will be billed on final invoice.

4. If approved Estimate is cancelled once fully executed, Client will be billed all labor hours logged and any hard costs incurred or 50% of the total Estimate, whichever is greater. Windsong retains all ownership and rights to the Intellectual Property and Physical Property produced prior to the cancellation notice unless otherwise negotiated.

5. Client warrants and represents that: (a) Client Materials and all parts thereof, including all copyrights, are either owned by or properly licensed to Client, and that Client has all necessary and appropriate rights for lawful use of Client Materials in the Project; (b) Client has obtained the necessary and appropriate written consents and waivers from persons appearing in Client Materials; and (c) neither Client's action in delivering Client Materials to Windsong, nor Windsong's use of Client Materials in the Project will infringe any third party's intellectual property rights, proprietary rights, rights of privacy, rights of publicity or otherwise. The client will keep Windsong Production, LLC fully indemnified against all losses and all actions claims proceedings costs and damages and all legal cost or other expenses arising out of any breach of copyright or any of the above warranties.

6. Client hereby grants to Windsong a non-exclusive, non-transferable license to use Client Materials in the Project, and, as incorporated into the Final Product, in Windsong's advertising and promotional literature, whether print-, web-, or video-based.

7. Use of Final Products. Unless otherwise specified in the Project Specific Terms and Conditions, all rights in the Intellectual Property, including copyrights, shall initially be owned exclusively by Windsong. Upon final payment, Windsong



ESTIMATE

Windsong Productions
351 O Street
Fresno, CA 93721

TEL. 559.437.3900

Date: 2024-01-23

Title: **Ontario Police DPT: COAST Team Production PKG** Estimate #: **11885 r2**

shall assign its copyright interest and other intellectual property rights which have been incorporated into the Final Product in the form provided as the Final Product to Client, subject to the grant of a license back to Windsong for its use in creating derivative works for Client and in the advertising and promotional literature, whether print-, web-, or video-based, of Windsong and its affiliates and subcontractors.

8. The Estimate will be honored for 30 days from the date of the Estimate.

signature printed name date

Approved to proceed and have read and agree with terms and conditions.

signature printed name date

3 of 3

Exhibit A-1
Expanded Scope of Services

Police Recruitment Filming and Editing



ESTIMATE

Windsong Productions
351 O Street
Fresno, CA 93721

TEL. 559.437.3900

Ontario Police Department

Date: 2023-09-22
Title: **Ontario Police DPT 2023 Filming & Edit PKG** Estimate #: **11846 r1**
Prepared By: Joann Mercado Hicks

Project Description: Estimate includes (2) x filming days with Ontario Police Department and the edit of the following deliverables:

General Recruitment Video 2023
(1) x up to 2 minutes long form
(1) x :60s; cutdown of the 2 minute long form for social media

OPD Female-Specific Video
(1) x :60s

Scope of Work	Cost

Video Production
(2) Days of Filming with Ontario Police Department

Internal Services

Pre-production
: pre-production

Director
: Director to oversee filming and edit

Producer
: Producer to oversee pre and post production

Production Assistant
: PA on set; (2) days of filming and pre-pro

Editing
: editing of (1) x 2 minutes recruitment video, :60 cutdown and (1) x :60s female focused promotional video. Includes footage import, edit, animation, color correction, rendering, exporting and proof uploading. Includes up to (2) round of client revisions per spot.

Assistant Editing
: assistant editor to cull through the footage, catalog and re-assemble editing timeline

External Expenses

Director of Photography
: Director of Photography; (2) days of filming + prep

B Camera Operator
: B Camera Operator; (2) days of filming + prep

G&E Swing
: G&E Swing; (2) days of filming

Music
: (3) royalty free music track

1 of 2

Exhibit A-1
Expanded Scope of Services



ESTIMATE

Windsong Productions
351 O Street
Fresno, CA 93721

TEL. 559.437.3900

Date: 2023-09-22
Title: **Ontario Police DPT 2023 Filming & Edit PKG** Estimate #: **11846 r1**

Meals
M&IE; Ontario, CA for crew

Production Management
Internal Services
Client Communication
no charge
Internal Meeting/Communication
Production Management
scheduling, crew communication pre- and post-shoot
Internal Expenses
Project Archive & Storage
ingest footage and meta-tag, make back-ups, compress footage with timecode for transcribing

---

Total $32,016.45

Terms & Conditions

signature printed name date

Approved to proceed and have read and agree with terms and conditions.

signature printed name date

2 of 2

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Daniel Becerra Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **A RESOLUTION APPROVING THE ADOPTION OF PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

RECOMMENDATION: That the City Council take the following actions:

A. Adopt a Resolution authorizing the Post-Employment Benefits Trust to be administered by Public Agency Retirement Services (PARS); and
B. Authorize the City Manager to execute the agreement for administrative services with Public Agency Retirement Services (PARS).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: On July 16, 2019, the City Council took a significant step towards enhancing the management of its retiree benefits by executing an agreement with the Board of Administrators of the California Public Employees Retirement Systems (CalPERS) to participate in the California Employers' Retiree Benefit Trust (CERBT). This is in alignment with Section 115 of the Internal Revenue Code and the principles outlined in the Governmental Accounting Standards Board (GASB) Statements No. 45 and 75. The City established its Employer Prefunding Account, a strategic move to fortify the City's commitment to fiscal responsibility and long-term financial planning.

The Resolution proposed today seeks to further enhance the City's approach to managing these funds. It will authorize the City to engage with Public Agency Retirement Services (PARS), and to utilize the investment managers under their guidance. PARS currently collaborates with PFM Asset Management, a wholly owned subsidiary of US Bank N.A., for investment management services. PARS currently has 536 government agencies as clients, with $5.9 billion in assets under management in their section 115 trust, which is GASB 75 compliant for OPEB and IRS approved. Having the ability to transfer assets to PARS will provide several advantages to the City. It will

provide the City with greater transparency regarding the underlying investments. We anticipate improved service delivery, which is essential for efficient and effective management of these assets, and it will allow for more diversified investment options for assets under the City's custodianship. The expectation, with the establishment of the PARS account; will give us more versatility in managing the assets and superior investment performance net of all fees. The faster growth of assets will lower our unfunded liabilities and improve our balance sheet sooner.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ONTARIO DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. PARS has made available the PARS Public Agencies Post-Employment Benefits Trust ("Program") for the purpose of prefunding pension obligations and/or other post-employment benefits obligations; and

SECTION 2. The City of Ontario ("City") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (as amended and the Regulations issued there under), and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

SECTION 3. The City's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

SECTION 4. The terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

SECTION 5. The City's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

SECTION 6. The City reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective February 6, 2024; and

2. The City Council hereby appoints the City Manager, or his/her successor or his/her designee, as the City's Plan Administrator for the Program; and

3. The City's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City; and to take whatever additional actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued (therefore, authorizing him/her to take whatever additional actions are required to administer the City's Program).

The City Clerk of the City of Ontario shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of February 2024.

_____
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. 2024- was duly passed and adopted by the City Council of the City of Ontario at their regular meeting held February 6, 2024 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. 2024- duly passed and adopted by the Ontario City Council at their regular meeting held February 6, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this 6th day of February, 2024, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services ("PARS") and the City of Ontario ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits ("OPEB") obligations ("Plan") and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets (unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency).
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency (to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with

the Plan or applicable law). In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. PARS reserves the right (notwithstanding the further provisions of this Agreement) to terminate this Agreement upon no less than ninety (90) days written notice to the Agency in the event that the Agency fails to provide Data in a complete, accurate, and timely manner and pursuant to the specifications in Exhibit 1C.

6. **Records.** Throughout the duration of this Agreement and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit, and reproduce such records and material to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement without the Agency's consent. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency (nor any of its officers, employees, or agents) shall have the power to control the conduct of PARS (its officers, employees, or agents), except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement; and shall be responsible for all reports and obligations respecting them (such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters).

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless (including their respective officers, directors, and employees) from any claim, loss, demand, liability, or expense including reasonable attorneys' fees and costs incurred by the other as a consequence of (to the extent PARS' or Agency's as the case may be) negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal

proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include but not be limited to any incidence of fire; flood; acts of God or unanticipated communicable disease; acts of terrorism or war commandeering of material, products, plants, or facilities by the federal, state, or local government; a material act or omission by the other party; or any law, ordinance, rule, guidance, or recommendation by the federal, state, local government, or any agency thereof which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.

13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

14. **Designees.** The Plan Administrator of the Agency (or their designee) shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency (a copy of which writing shall be delivered to PARS). Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: City of Ontario; 303 East B Street, Ontario, CA 91764; Attention: City Manager.

    Notices shall be deemed given on the date received by the addressee.

16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning February 6, 2024 and ending February 5, 2027 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.

17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties (with respect to any term, condition, or provision of this Agreement), the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.

20. **Counterparts.** This Agreement may be executed in any number of counterparts; and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Scott Ochoa

TITLE: City Manager

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: Chief Financial Officer

DATE: _____

EXHIBIT 1A

SERVICES

PARS will provide the following services for the City of Ontario Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;

   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;

   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;

   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;

(C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency; and the provisions of the Plan based upon Agency-provided Data to the extent possible;

   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;

   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;

   (F) Preparing and submitting an annual report of Plan activity to the Agency;

   (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable Governmental Accounting Standards Board pronouncements and/or statements, if prefunding other post-employment benefits obligations;

   (H) Coordinating periodic audits of the Trust;

   (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment, or actuarial advice.

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

For Plan Assets from:			**Annual Rate:**
$1	to	$10,000,000	0.25%
$10,000,001	to	$15,000,000	0.15%
$15,000,001	to	$50,000,000	0.10%
$50,000,001	and	above	0.05%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

The annual asset fee will be capped at $70,000.00 for the first 12-month period following the initial contribution or transfer of assets to the Plan, provided that the Agency's Plan asset balance remains at $80,000,000.00 or below.

In the event that the Plan asset balance exceeds $80,000,000.00, the annual asset fee cap of $70,000.00 will be removed, and the annual asset fee schedule outlined above will apply.

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
   (A) Certified Resolution
   (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Contribution amount
   (C) Contribution date
   (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Payment reimbursement/distribution amount
   (C) Applicable statement date
   (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

U.S. Bank Trustee Forms

A? achment 1:
Sample Investment Strategy Selec? on & Disclosure Form

A? achment 2:
Sample Discre? onary Trustee Fee Schedule

Attachment 1

Investment Strategy Selection and Disclosure Form
PARS Pension / OPEB Trust Program

- This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.
- Employer: _____
- Plan/Trust Name: Public Agencies Post-Employment Benefits Trust
- To: HighMark Capital Management, Inc. and U.S. Bank:

U.S. Bank has been or is hereby appointed Investment Manager of the above-referenced Plan/Trust. Please invest the assets of the above-referenced Plan/Trust for which you have been appointed Investment Manager in the **(select one of the strategies listed below for each Plan funded by the Trust)**:

DIVERSIFIED PORTFOLIOS

☐	OPEB Account	☐	Pension Account	Primary Goal	Strategic Range
☐	**Liquidity Management** (US Treasury)	☐	Liquidity Management (US Treasury)	Provide current income with liquidity and stability of principal through investments in short-term U.S. Treasury obligations.	Money Market Fund
☐	Liquidity Management (Prime Obligation)	☐	Liquidity Management (Prime Obligation)	Generate current income with liquidity.	Money Market Fund
☐ ☐	Conservative HighMark PLUS Conservative Index PLUS	☐ ☐	Conservative HighMark PLUS Conservative Index PLUS	Provide a consistent level of inflation-protected income over the long-term.	Equity: 5-20% Fixed Income: 60-95% Cash: 0-20%
☐ ☐	Moderately Conservative HighMark PLUS Moderately Conservative Index PLUS	☐ ☐	Moderately Conservative HighMark PLUS Moderately Conservative Index PLUS	Provide current income with capital appreciation as a secondary objective.	Equity: 20-40% Fixed Income: 50-80% Cash: 0-20%
☐ ☐	Moderate HighMark PLUS Moderate Index PLUS	☐ ☐	Moderate HighMark PLUS Moderate Index PLUS	Provide current income and moderate capital appreciation.	Equity: 40-60% Fixed Income: 40-60% Cash: 0-20%
☐ ☐	Balanced HighMark PLUS Balanced Index PLUS	☐ ☐	Balanced HighMark PLUS Balanced Index PLUS	Provide growth of principal and income.	Equity: 50-70% Fixed Income: 30-50% Cash: 0-20%
☐ ☐	Capital Appreciation HighMark PLUS Capital Appreciation Index PLUS	☐ ☐	Capital Appreciation HighMark PLUS Capital Appreciation Index PLUS	Primary goal is growth of principal.	Equity: 65-85% Fixed Income: 10-30% Cash: 0-20%
☐	Custom	☐	Custom	Refer to Investment Guidelines Document.	

Note: HighMark PLUS portfolios are diversified portfolios of actively managed mutual funds. Index PLUS portfolios are diversified portfolios of index-based mutual funds or exchange-traded funds.

SAMPLE

Acknowledged and Approved

Signature of Authorized Signer _____ Title of Authorized Signer _____

Print Name of Authorized Signer _____ Date _____

Attachment 2

Discretionary Trustee Fee Schedule
PARS Pension / OPEB Trust Program
City of Ontario

This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

- Employer: _____
- Plan/Trust Name: Public Agencies Post-Employment Benefits Trust

Discretionary Trustee Fees

Discretionary Trustee Fees are based on the Investment Strategy you select. Following is a list of the Discretionary Trustee Fees applicable to each Investment Strategy:

- **Liquidity – First American U.S. Treasury Money Market** – Fund level fees only (see prospectus)
- **Liquidity – First American Prime Obligation Fund Class Z** – Fund level fees only (see prospectus)
- **Diversified Portfolios (Conservative, Moderately Conservative, Moderate, Balanced, Capital Appreciation, Custom)**

Per Annum Charges*		
.35%	on the first	$5,000,000
.25%	on the next	$5,000,000
.15%	on the next	$5,000,000
.10%	on the next	$35,000,000
.05%	on all over	$50,000,000

*Waived for plan assets invested in First American Funds.

*U.S. Bank agrees to cap first year fees at **$75,000.00** so long as portfolio is $80 million or less. If portfolio exceeds $80 million, fee cap is removed and proposed fee schedule is applied.

Other Fees

First American Funds (see prospectus)

SAMPLE

Payment of Fees

- Market values used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities and/or other timing issues.
- The market values used for fee calculations are based on an aggregate total of all the accounts for the City of Ontario Public Agencies Post-Employment Benefits Trust.
- Fees are calculated and charged\billed to the account monthly. If account cannot be charged after 30 days, fees not paid will be subject to a late charge of 1% per month on the unpaid balance.
- Changes to this Fee Schedule may be made at any time by U.S. Bank upon a sixty (60) day notice.

Acknowledged and Approved

Print Name of Authorized Signer for Employer	Title of Authorized Signer for Employer
Signature of Authorized Signer for Employer	Date

U.S. Bank and its representatives do not provide tax or legal advice. Each client's tax and financial situation is unique. Clients should consult their tax and/or legal advisor for advice and information concerning their particular situation.

PENSION OPEB HM MANAGED
CITY OF ONTARIO
FEESCH 356 01.16.2024

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Mary Salem Staff Member Presenting: Mike Lorenz, Chief of Police Reviewed By: Lizceth Zazueta Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES LP

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Universal Protection Services LP, dba Allied Universal Protection Services, of Atlanta, Georgia, to extend the term by one year and increase the scope of services and total not-to-exceed amount to $3,765,714.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget includes appropriations in the General Fund for parking enforcement services at the cost of $777,367 and an extended year of booking, jail, and transportation services at the cost of $656,609, for a total additional cost of $1,433,976. Bringing the total not-to-exceed contract amount of $3,765,714.

BACKGROUND & ANALYSIS: The Civic Center Campus expansion has continued to move the City of Ontario's effort to reactivate Downtown forward. Since October of 2022, Downtown Ontario has grown to include newly constructed residential locations and a new parking structure located on the C-Block. The Civic Center Campus expansion will include other future builds such as a new City Services Building, Fire Station, and a new University of La Verne location for Health and Community Well-Being. With many of these locations breaking ground in April 2024, the City of Ontario has found a need to introduce strategies to enforce parking in the area during and after construction has completed. Utilizing a third-party vendor to enforce parking would not only improve the Downtown experience for the citizens of Ontario, but would allow officers to be available for other calls for service.

Allied Universal Protection Services (Allied) is a vendor currently contracted with the City of Ontario

to provide booking, jail, and transportation services to the Ontario Police Department. First implemented through a comprehensive staffing study, the outsourcing of booking, jail, and transportation services has greatly reduced the amount of hours per year that officers would otherwise spend providing these services. Allied meets the standards of the California Boards of Corrections and is accredited with the American Correctional Association. They also offer a range of other services, including parking enforcement. Allied has been an outstanding vendor to work with and has shown to be reliable. Staff recommends utilizing Allied to include parking enforcement services and extending the current booking, jail, and transportation service.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND UNIVERSAL PROTECTION SERVICE LP, ALLIED UNIVERSAL SECURITY SERVICES

1. Parties and Date.

This **Amendment No. 4** to the Professional Services Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California ("City"), and **Universal Protection Service LP, Allied Universal Protection Services, a Corporation**. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. City and Contractor entered into an agreement titled "Professional Services Agreement" dated July 1st, 2024 ("Agreement").

2.2 Amendment Purpose. City and Contractor desire to amend the Agreement to expand the scope of services and once again increase the not to exceed compensation amount by $1,433,976 for a year not to exceed $3,765,714.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 4 and 23 of the Agreement.

3. Terms.

3.1 Amendment. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A and A-1 attached hereto and incorporated herein by reference.

3.2 Term Extension. Pursuant to Section 2(b) of the Agreement, the Parties mutually agree to exercise the second additional one year period to extend the term of the Agreement through June 30, 2025.

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**.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this **Amendment No. 4**.

3.5 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.

3.6 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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND UNIVERSAL PROTECTION SERVICE LP, ALLIED UNIVERSAL SECURITY SERVICES

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

UNIVERSAL PROTECTION SERVICE LP, ALLIED UNIVERSAL SECURITY SERVICES

If Corporation, Two Signatures are required. President or Vice President and Secretary or Treasurer.

By:_____

Its: President_____

Printed Name: Steve Claton_____

By:_____

Its: Secretary_____

Printed Name: Erik Fields_____

Exhibit A
Expanded Scope of Services
Exhibit A
Scope of Services

1. General Duties and Obligations: Standards.

Contractor shall provide the specified services necessary to support the booking, jail and transportation services in compliance with the applicable Standards of Care.

2. Facilities

a. Jail Facility Classification. The Jail is currently a temporary holding facility.

b. Right to Occupy. City hereby grants permission to Contractor to Occupy designated portions of the Jail facility as required to complete the agreed upon services. Contractor further agrees to provide all labor, equipment, and materials necessary to perform operations at the Jail for the term hereof and pursuant to the terms and conditions herein specified.

c. City's Right of Entry. Operator hereby agrees that representative of City, as designated by the City Manager or Chief of Police, shall at all times retain the right to enter and utilize all areas and facilities pertaining to the Jail. This right of entry shall extend to those partied with whom the City has entered into any Intergovernmental Agency Agreement for the supply of detainees to the City's Jail facilities. Where practical, this right of entry shall be exercised with advance notice to the Operator to avoid adverse impacts to security.

d. Locks and Keys. For each of aforesaid purposes, City shall at all times receive from Operator and have the right to retain and use keys to all gates and fence locks upon and about the Jail. City shall have the right to use keys to all gates and any and all other means which City may reasonably deem proper to open any lock upon or about the Jail in order to obtain entry in an emergency. Operator shall use City provided keys only and shall not duplicate any key or change any lock without the express written permission of the City.

3. Jail Manual

Operator shall conduct all Services in accordance with the Standard of Care contained in Section 9 of the Agreement and the Ontario Police Department Policy 900 regarding Temporary Holding Facilities, as that may be amended from time to time.

4. Specified Duties and Obligations

Operator's duties and obligations shall be set forth in detail in the Jail Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Standards of Care.

a. Intake and Release Processing. Operator shall provide intake and

release processing which shall include review of Inmate's documents, Inmate search as permitted by law, inventory and storage of Inmate's personal property and funds, entry of Inmate data in City's and San Bernardino County's booking systems, acceptance of Inmate custody, generation of intake and release documents and records, including all San Bernardino County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate, initiation of Inmate health and well-being screening, classification and housing assignment of Inmate, review of court release documents, return of Inmate personal property and funds, completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release, escort Inmates as appropriate and required, and any and all such duties as may be required by applicable statute of rule. Operator agrees to provide fingerprinting and processing for mandatory registrants when providing such services will not negatively impact jail services.

b. Staffing. Contractor shall ensure there is appropriate staffing at the Jail as requested by City and provide services in compliance with the applicable Jail Manual and Standard of Care.

c. Safety. Operator shall at all times adhere to applicable Standards of Care relative to safety.

d. Security. Operator shall be responsible for providing security for all Inmates in accordance with the applicable Standards of Care while they are inside the Jail and when they are being transported by Operator. While any Inmate is in the custody of City, an Assigning Agency, the Sheriff, other custodial entity, or a bailiff, Operator shall not be responsible for providing security for such Inmate, and such security shall be the responsibility of such custodial entity or officer.

e. Discipline Rules and Regulations. Discipline will not be administered to any individual in custody at the facility. Any individual in custody who repeatedly fails to follow directions or facility rules should be transported to the appropriate jail, mental health facility, or hospital as soon as possible. Such conduct should be documented and reported the receiving facility,

f. Vehicles Maintenance and Insurance. Contractors shall be Responsible for procuring, insuring, maintaining, and operating all Contractor-owned Vehicles. City shall insure and maintain City owned vehicles used by Contractor. Both parties and their automobile insurers agree to waive all rights of subrogation against each other in connection with the operation of their respective vehicle fleets. All Contractor staff using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.

g. Uniforms. Operator shall establish a policy prescribing a standard uniform for its corrections officers including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Operator shall provide such uniform items to the corrections officers.

5. Utilities and Maintenance

The parties' respective duties and obligations with respect to utilities and maintenance are as set forth below.

a. Utilities. City shall be responsible for provision of all utilities except as provided in Section 5.b. Telephone Services.

b. Telephone Services. City shall be responsible for the provision of and payment for all pay telephone services at the Jail. City shall be responsible for the provision of and payment for in-house telephone services.

c. Maintenance. City shall maintain the physical structure of the Jail and all City owned tangible personal property contained therein, in accordance with the applicable Standards of Care. Contractor will complete routine cleaning, and will in so doing, maintain, preserve, and keep the Jail in a good working order and sanitary condition, subject to normal wear and tear, and will, from time to time, make or cause to be made, all necessary and proper repairs, replacements and renewals of cleaning equipment. City shall have responsibility for all repairs, replacements and renewals related to the physical structure of the Jail and the Police Department Building systems located outside the Jail (such as electrical supply, hot water heaters, sewers, etc.), and structural conditions or defects of either building which would affect the Jail.

d. Damage to Jail. Promptly after the occurrence of any damage to or loss of the Jail that materially affects the continued operation of the Jail, the parties shall notify each other of such loss or damage and shall jointly assess the nature and extent of such damage or loss as soon as practicable and desirable thereafter, the parties shall determine to rebuild, repair or restore such damage or loss or to terminate this Agreement as provided Section 12.E, Termination for Damage In the event Operator and City shall determine to repair, rebuild or retire the Jail, the City will pay the costs if undertaking such repair, rebuilding or restoration If City and Operator determine not to rebuild, repair or restore the Jail, then this Agreement shall terminate with respect to the Jail thirty (30) days after such determination Neither party is under any obligation to rebuild, repair or restore the Jail even though the City determines to rebuild, repair or restore the Police Department Building. Operator shall complete all damage reports required by the Standards of Care, including those required by the City.

6. Employees

The Operator's duties and obligations with respect to employees, background investigations, orientation and training are set forth below.

a. Background Investigation. A background investigation and psychological evaluation shall be made by Operator of the Jail manager, supervisor and all prospective employees prior to any prospective employee being hired by Operator for assignment to the Jail, the results of which investigation shall be made available to the City. City shall have the right, at its sole discretion but subject to all applicable laws, Operator policies and restrictions relating to the disclosure or use of such information, to oversee and participate in any of Operator's background investigations conducted pursuant to this Section and to determine the suitability of any employee for assignment to the Jail. Operator shall maintain on file for each employee, a criminal history, and immigration information (where applicable).

b. Orientation and Training. Operator shall provide an orientation program for all employees, as well as initial and recurring training in compliance with the applicable Standards of Care. All training shall be conducted as close to the Jail as possible.

c. Court Appearance. All costs associated with court appearance made by Employees arising out of services provided under this Agreement shall be billed to City at the applicable regular or overtime rate.

7. City's Responsibility

a. Cooperation. City shall cooperate with the Operator in all matters of law enforcement, security, and communication.

b. Training. City shall assist Contractor in the initial orientation training of Contractor's employees to operate the Jail. All other training shall be the responsibility of the Contractor.

c. Information. City's Police Department shall assist and cooperate with Operator in providing information requested and needed by Operator in the screening of candidates for employment to the extent legally permitted. No liability shall attach to City for such assistance, however, and Operator agrees to fully indemnify and hold harmless City for providing such assistance.

d. City Policies and Applicable to Court Orders. City shall provide Operator with copies of all City policies applicable to City's booking and custodial procedures and with any applicable court orders.

e. Food service. Contractor shall provide food service for all inmates in compliance with the applicable Minimum Standards. The source and costs of all food services will be maintained by City. Operator will maintain inventory and place order for food services on behalf.

f. Essentials. City shall provide all facility supplies, including hygiene items, clothing, office supplies, support items, and inmate quarter, including, but not limited to, mattresses, pillows, sheets, pillowcases, and blankets, necessary to meet the applicable Standards of Care.

g. Health Services. City shall provide routine health services at the Jail as required by outside contracting sources, if such contract is obtained.

h. Inmate Care. Items City shall provide inmate care items.

i. Booking Supplies. City shall provide required booking supplies.

j. Transportation Vehicle. City shall provide a transportation vehicle (See Exhibit A, section 4.g.)

k. City maintains all decision-making authority and responsibility for the operation and management of the City Jail. City's responsibilities include, but are not limited to:

i. Creating and implementing the City's Jail Manuel:
ii. Providing Universal Protection Services with copies of all relevant policies and procedures:
iii. Managing linen and janitorial responsibilities: and
iv. Maintaining responsibility for any maintenance or repair obligations.

l. City, shall identify and employ the Facility Administrator and Facility Manager required by California Code of Regulations, Title 15, section 1006 ("Minimum standards for Local Detention Facilities") issued by the Board of State and Community Corrections. As defined in Section 1006, the "Facility Administrator" means the sheriff, Chief of Police, Chief probation officer, or the other official charged by law with the administration of a local detention facility. The "Facility Manager" means the jail commander, camp superintendent, or other comparable employee who has been delegated the responsibility for operating a local detention facility by facility administrator.

Exhibit A
Expanded Scope of Services
Exhibit A
Scope of Services

OPTION YEAR 4 AND 5

Ontario Police Department

G4S Custodfy Officer Rate Schedule (July 1st, 2023 - June 30th, 2024)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	G4S Overtime Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 33.48	$ 49.29	N/A	$ 8,566.08	$ 102,792.97
Custody Shift Lead Officers *(1 FTE)*	40	$ 24.97	$ 37.98	$ 56.97	$ 6,600.66	$ 79,207.96
Custody Officers *(7.5 FTE)*	296	$ 19.00	$ 28.73	$ 43.09	$ 36,945.08	$ 443,341.00
	376.00				$ 52,111.83	$ 625,341.92

Ontario Police Department

G4S Custody Officer Rate Schedule (July 1st, 2024 - June 30th, 2025)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	G4S Overtime Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 34.48	$ 51.75	N/A	$ 8,994.38	$ 107,932.62
Custody Shift Lead Officers *(1 FTE)*	40	$ 25.72	$ 39.88	$ 59.82	$ 6,930.70	$ 83,168.36
Custody Officers *(7.5 FTE)*	296	$ 20.00	$ 30.16	$ 45.24	$ 38,792.34	$ 465,508.05
	376.00				$ 54,717.42	$ 656,609.02

Compensation Rates

FEE SCHEDULE

Ontario Police Department

G4S Custody Officer Rate Schedule (November 1st, 2020 - June 30th, 2021)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	G4S Overtime Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 32.18	$ 45.36	N/A	$ 7,883.57	$ 94,602.82
Custody Shift Lead Officers *(1 FTE)*	40	$ 24.00	$ 36.31	$ 54.47	$ 6,310.68	$ 75,728.14
Custody Officers *(7.5 FTE)*	296	$ 16.00	$ 24.55	$ 36.83	$ 31,574.25	$ 378,890.95
	376.00				$ 45,768.49	$ 549,221.90

Ontario Police Department

G4S Custody Officer Rate Schedule (July 1st, 2021 - June 30th, 2022)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	G4S Overtime Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 32.18	$ 46.43	N/A	$ 8,069.53	$ 96,834.41
Custody Shift Lead Officers *(1 FTE)*	40	$ 24.00	$ 35.69	$ 53.54	$ 6,202.92	$ 74,435.06
Custody Officers *(7.5 FTE)*	296	$ 17.00	$ 25.55	$ 38.33	$ 32,860.37	$ 394,324.39
	376.00				$ 47,132.82	$ 565,593.86

Ontario Police Department

G4S Custody Officer Rate Schedule (July 1st, 2022 - June 30th, 2023)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	G4S Overtime Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 32.50	$ 46.94	N/A	$ 8,158.17	$ 97,898.06
Custody Shift Lead Officers *(1 FTE)*	40	$ 24.24	$ 36.17	$ 54.26	$ 6,286.35	$ 75,436.15
Custody Officers *(7.5 FTE)*	296	$ 18.00	$ 27.10	$ 40.65	$ 34,853.85	$ 418,246.22
	376.00				$ 49,298.37	$ 591,580.44

Exhibit A-1
Expanded Scope of Services
Exhibit A-1
Scope of Services

January 24, 2024

John Gonzales
Lieutenant
Ontario Police Department
2500 S. Archibald Ave
Ontario CA 91761

RE: Parking Enforcement and City Patrol Assistance

Dear Lieutenant Gonzales,

On behalf of the Allied Universal team we are pleased to present the following terms for the provision of Parking Enforcement and other City Patrol Assistance for the City of Ontario. As the largest and most experience provider of contract security services in the Inland Empire region and as your current provider to the Ontario City Jail, it would be an honor to serve your City as a partner for the Parking Enforcement project.

We are basing our proposal on the following parameters but are certainly flexible should the scope or direction change.

- Four (4) patrol officers Monday through Friday, working shifts from 7:00am – 3:00pm
- Two (2) patrol officers Monday through Friday working shifts from 3:00pm – 11:00pm
- One (1) patrol officer Monday through Sunday working shift from 9:00pm – 5:00am
- Four patrol vehicles. Three vehicles will be passed down from the early shifts to the late shifts.

Hourly cost for the patrol officers:	$33.60 / hour.
Monthly vehicle cost:	$1,222 / month / vehicle. Vehicles will be solely dedicated to the City of Ontario account. Providing SUV's.
Fuel:	To be billed as incurred.
Weekly cost for patrol services:	$9,945.60 (based on 296 hours per week)
Annual cost for patrol services:	$517,171
Annual cost for vehicles:	$58,656 (based on providing 4 SUV's)
Total Annual cost for services:	$575,827 plus the cost of fuel used

Our Heliaus guard tour platform is an additional option that is available for the cost of $199/month/unit. We do not know whether these would be necessary for performing the enforcement duties but we can discuss further if you desire.

Overtime would apply should the shift lengths be extended past the 8 hours. Overtime rates would be billed at 1.5 times standard billing rates. Emergency service requests with less than 48 hours would be billed at 1.5 times standard billing rates as well.

Exhibit A-1
Expanded Scope of Services

Exhibit A-1
Scope of Services

We would propose having the same account manager who supervises the Ontario City jail to manage and oversee the parking enforcement officers.

Please let us know if you have any questions or would like to discuss anything in further detail. Again we look forward to the opportunity to partner with and serve the Ontario Police Department.

Sincerely,
Allied Universal Security Services



Tad Garabedian
Government Specialist

CITY OF ONTARIO *Agenda Report* **February 6, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Community Development Prepared By: Pablo DeLara Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-012) BETWEEN THE CITY OF ONTARIO AND RICHLAND MEADOWLAND, LTD, STRACK FARMS LAND, LLC, AND RMD INLAND INVESTORS, LLC**

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving a Development Agreement (File No. PDA21-012) between the City of Ontario and Richland Meadowland, LTD, Strack Farms Land, LLC, and RMD Inland Investors, 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 not a 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 the Subarea 29 Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive public service funding fees plus development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: On January 16, 2024, the City Council held a public hearing to introduce and waive further reading of an Ordinance approving the Development Agreement (File No. PDA21- 012). The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Richland Ontario Developers, LLC, Richland Meadowland, LTD, Strack Farms Land, LLC, and RMD Inland Investors, 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 47.16 acres of land within Planning Area 30 and Planning Area 31 of the Subarea 29 Specific Plan, as shown on the attached Exhibit "A." The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20472 (Map), provided the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map, as shown on the attached Exhibit "B," is located at the southwest corner of Eucalyptus Avenue and Haven Avenue and proposes to subdivide 47.16 acres of land into 198 numbered lots and 45 lettered lots for residential uses, private drives, parking, landscape edges and common open space purposes.

The term of the Agreement is for 10 years, with a 5-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); Public Service Funding to ensure adequate provisions of public services (police, fire and other public services); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities.

In considering the Agreement at their meeting on December 18, 2023, 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 adopted Resolution No. PC23-105 with a 5 to 0 vote, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023. 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.

Exhibit A:
SUBAREA 29 SPECIFIC PLAN LAND USE MAP (File No. (File No. PSPA21-005)

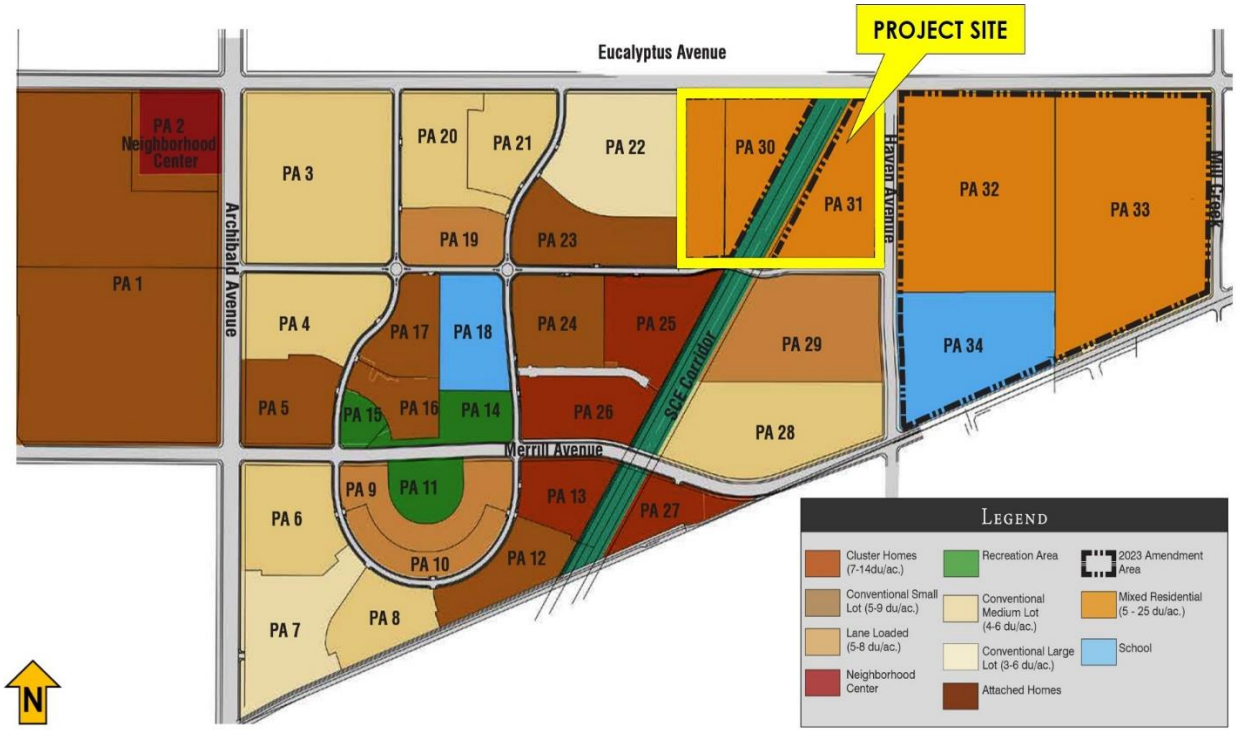
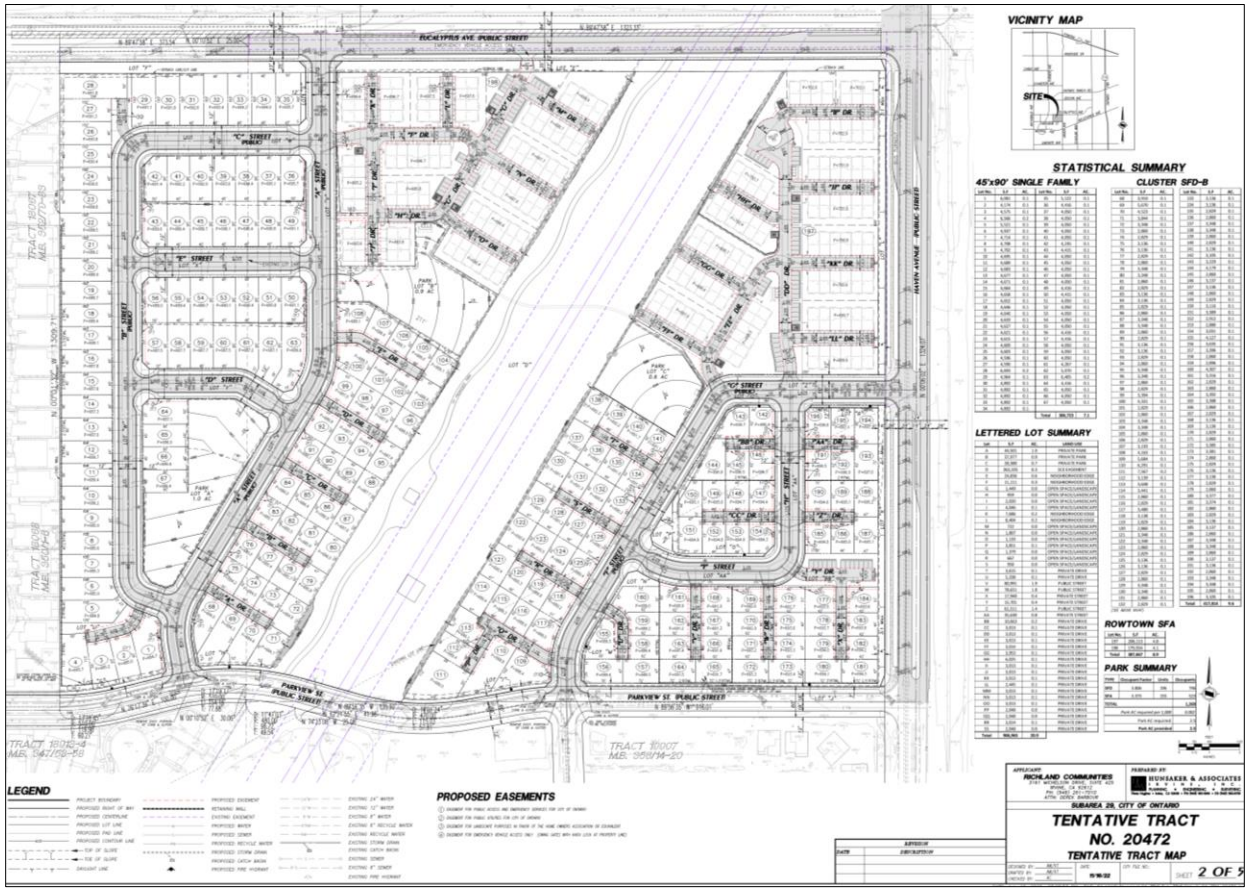


Exhibit B:
TENTATIVE TRACT MAP NO. 20472



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA21-012, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND RICHLAND MEADOWLAND, LTD A TEXAS LIMITED PARTNERSHIP, STRACK FARMS LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND RMD INLAND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20472 (FILE NO. PMTT21-018), A 47.16 ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EUCALYPTUS AVENUE AND HAVEN AVENUE, WITHIN PLANNING AREA 30 MIXED RESIDENTIAL AND PLANNING AREA 31 MIXED RESIDENTIAL OF THE SUBAREA 29 SPECIFIC PLAN (FILE NO. PSPA21-005), AND MAKING FINDINGS IN SUPPORT THEREOF—APN(S): 0218-331-31 AND 0218-331-52.

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-012, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 47.16 acres of land located at the southwest corner of Eucalyptus Avenue and Haven Avenue, within Planning Area 30 (Mixed Residential) and Planning Area 31 (Mixed-Residential) of the Subarea 29 Specific Plan (File No. PSPA21-005); and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20472 (File No. PMTT21-018), subdividing 47.16 acres of land into 198 numbered lots and 45 lettered lots for residential uses, private drives, parking, landscape edges and common open space purposes, located at the southwest corner of Eucalyptus Avenue and Haven Avenue within Planning Area 30 Mixed Residential (5-25 du/ac) and Planning Area 31 Mixed Residential (5-25 du/ac) of the Subarea 29 Specific Plan; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023, and 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 December 18, 2023, 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 January 16, 2024, 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 authority 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 File No. PSPA21-005, a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 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 authority 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 authority 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 47.16 acres of land located at the southwest corner of Eucalyptus Avenue and Haven Avenue, within Planning Area 30 Mixed Residential and Planning Area 31 Mixed Residential of the Subarea 29 Specific Plan (File No. PSPA21-005); and

(2) The Development Agreement establishes parameters for the development of land within Subarea 29 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 Subarea 29 Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20472 (File No. PMTT21-018) as long as the Applicant complies with the terms and conditions of the Subarea 29 Specific Plan and EIR. Tentative Tract Map 20472 is located on the southwest corner of Eucalyptus Avenue and Haven Avenue, within Planning Area 30 (Mixed Residential) and Planning Area 31 (Mixed-Residential) of the Subarea 29 Specific Plan, and proposes to subdivide 47.16 acres of land into 198 numbered lots and 45 lettered lots for residential uses, private drives, parking, landscape edges and common open space 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 a Specific Plan Amendment for which a Subsequent Environmental Impact Report (SEIR) (State Clearinghouse No. 2004011009) was adopted by the City Council on November 21, 2023.

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA21-012), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7: **City Manager Administrative Authority.** 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 ***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 9: ***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 10: ***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 11: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 12: ***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 6th day of February 2024.

_____
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. 3270 was duly introduced at a regular meeting of the City Council of the City of Ontario held January 16, 2024 and adopted at the regular meeting held February 6, 2024 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. 3270 duly passed and adopted by the Ontario City Council at their regular meeting held February 6, 2024 and that Summaries of the Ordinance were published on January 23, 2024 and February 13, 2024, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA21-012

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Richland Meadowland, LTD,
a Texas limited partnership

Strack Farms Land, LLC
a Delaware Limited Liability company

RMD Inland Investors, 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. PDA21-012

DEVELOPMENT AGREEMENT

By and Between

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a California municipal corporation

and

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Strack Farms Land, LLC
a Delaware Limited Liability company

RMD Inland Investors, LLC
a Delaware limited liability company

_____, 2024

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA21-012

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2024 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Richland Meadowland, LTD, a Texas limited partnership, Strack Farms Land, LLC, a Delaware limited liability company and RMD Inland Investors LLC; a Delaware Limited Liability corporations (collectively 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 Subarea 29 Specific Plan (State Clearinghouse No. 2004071001 (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 Countryside 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.

WHEREAS, Owner's Property is within the boundaries defined in Exhibit A of the Construction Agreement between the CITY and NMC Builders and the Property covered by this Agreement is what is known as a "Phase 2 Water Property" as such, shall be required to provide funding for CITY's future construction of the "Phase 2 Water Improvements" which will result in the availability of additional Net MDD Water Availability required for the development as shown on Exhibit "I-1".

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 Map No. 20472 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” means a maximum of fifteen (15) 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 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWNER 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 water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.22 “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.

1.1.23 “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.

1.1.24 “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.

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

1.1.26 “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.

1.1.27 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Countryside Specific Plan.”

1.1.28 “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.

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

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

1.1.31“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.

1.1.32 “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(s)

Exhibit "G" — Form of Certificate of Net MDD to be issued by CITY

Exhibit "H" — Form of Certificate of Regional 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). 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

If to OWNER:
Derek Barbour

City of Ontario”303 East "B" Street
Ontario, CA 91764

Richland Communities
3161 Michelson, Suite 425
Irvine, CA 92612
dbarbour@richlandcommunities.com

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

With a copy to:
Richland Legal Dept.
c/o John Troutman
3161 Michelson, Suite 425
Irvine, CA 92612
jtroutman@richlandinvestments.com

(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.

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

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 depiction of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Subject to the prior submittal by OWNER and approval by CITY of a plan to provide sufficient public infrastructure for the construction of a maximum number of fifteen (15) Model Units, private common recreation facilities and sales facilities. CITY may issue a maximum of fifteen (15) building permits for Model Units, private common recreation facilities and sales facilities. The plan to be submitted by OWNER for CITY approval shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements for the Model Units and other facilities.

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 as described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for the construction of the necessary

extension of Storm Drain facilities. 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 extension of water and recycled water utility infrastructure 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 extension of sewer improvements, at OWNER's sole cost and expense, 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 infrastructure, at OWNER's sole cost and expense, 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 shall pay their fair share contribution, for the design and construction of two (2) non-DIF traffic signals at Haven Avenue and Parkview Street (25%), and at Eucalyptus Avenue and "A" Street (50%). OWNER shall provide CITY with the estimated costs of the two (2) non-DIF traffic signal improvements and OWNER shall make such fair share contribution payment to CITY, prior to and as a condition precedent to, CITY's issuance of the first building permit for Production Units.

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.

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.

4.2.4 Parkland Required and Provided. Tract Map No. 20472 includes one hundred ninety-six (196) single-family detached units and one hundred fifty-four (154) multiple family attached units requiring 2.54 acres of improved park per Section 4.2.3 above. Tract Map No. 20472 provides 2.54 acres of improved park satisfying the CITY's park standards.

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 Tract No. 20472.

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.

4.3.4 Construction of Public Infrastructure by Third Parties. CITY and OWNER acknowledge that a portion of the Improvements described in Exhibit E and depicted in Exhibit F are necessary for the development of surrounding properties within the Ontario Ranch and the other property owners are also obligated to construct the Improvements or portions thereof. As such, CITY agrees that OWNER's obligation to construct the Improvements may be satisfied by third party owners pursuant to separate written agreements between OWNER and said third party undertaking the construction of the Improvements. Nothing in this Agreement shall be construed to prohibit the coordination of the construction of the Improvements between private parties, including the allocation of costs for the construction of the Improvements. Notwithstanding anything to the contrary herein, any applicable DIF Credits may be transferred and assigned from one (1) party to another with respect to the construction of the Improvements and such transfer or assignment shall not require the conveyance of any real property. Additionally, OWNER and CITY agree that a portion of the improvements described in Exhibit E and depicted in Exhibit F, may be constructed by others. If such improvements are constructed by others and are completed and accepted by CITY prior to OWNER's request to CITY for the required grading, building or other

required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct or pay for those Improvements constructed and completed by others and accepted by CITY.

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 Twenty Four Cents ($3.24) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Eighty Five Cents ($2.85) 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 Twenty Four Cents ($3.24) and the Two Dollars Eighty Five Cents ($2.85) 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 Public Services Funding Fee.

4.6.1 Requirement for Payment of Public Services Funding Fee. In order to ensure that the adequate provision of public services, including without limitation, police, fire and other public safety services, are available to the residents of each Project in a timely manner, OWNER shall pay to CITY a "**Public Services Funding Fee**." The Public Services Funding Fee shall apply to residential and non-residential uses as set forth below.

4.6.2 Public Services Funding Fee Amount. OWNER shall pay a Public Services Funding fee in the total amount of Two Thousand Five Hundred Ninety-Seven Eighty Eight Cents ($2,597.88) per residential dwelling unit. The Public Services Funding Fee shall be paid in one (1) installment within one hundred eighty (180) calendar days after the effective date of the Development Agreement or in two (2) installments, at OWNER's option, as follows:

4.6.2.1 First Installment (Residential uses). The First Installment of the Public Services Funding Fee shall be One Thousand Two Hundred Ninety-Eight Ninety Four Cents ($1,298.94) per residential dwelling unit. The First Installment shall be based upon the "**Maximum Development Density**" of the OWNER Project, as defined in Section 3.7.2.3 of the First Amended and

Restated Construction Agreement. The First Installment shall be due and payable 30 days following the Effective Date of this Agreement.

If the First installment amount is not paid for all residential dwelling units within the Project (based on the Maximum Development Density, or the number of units described on "B Maps" if approved) by January 1, 2024, the amount of the First Installment shall be increased. Such increase 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. Additionally, the amount shall be further increased automatically by the percentage increase in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) on each January 1 thereafter.

4.6.2.2 Second Installment (Residential Uses The Second Installment of the Public Services Funding Fee shall be One Thousand Two Hundred Ninety-Eight Ninety Four Cents ($1,298.94) per residential unit. The Second Installment shall be paid at the time of the issuance of each building permit for the Project. The amount of the Second Installment shall increase automatically by percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2024. OWNER may exercise the option to pay the Second Installment amount for all residential units, a portion of the residential units, or for the remainder of the residential units within OWNER's Project on or before each December 31st, before the Second Installment amount is automatically increased.

4.6.2.3 Single Installment (Non-residential Uses). A single installment payment of the Public Services Funding Fee shall be required in the amount of Seventy Eight Cents ($.78) per square foot of non-residential buildings. The single installment for non-residential uses shall be due and payable prior to the issuance of the building permit for a non-residential building. The amount of the Single Installment for non-residential uses shall automatically increase by percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA), (December 2017=100) over the preceding year on January 1st of each year, beginning on January 1, 2024. OWNER may exercise the option to pay any single installment amounts for the remainder of the non-residential square footage within the Project on or before December 31st, before the Single Installment amount is automatically increased.

4.7 Net MDD/Water Availability Equivalents.

4.7.1 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.

4.7.2 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.

4.7.3 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 Tract or 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 4.7.3, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.7.4 Effectiveness of Agreement. CITY acknowledges that the OWNER is a current "Member" of NMC Builders LLC. OWNER's assignees shall not be required to become a member of NMC. 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 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.

4.8 Storm Water Capacity Availability.

4.8.1 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.

4.8.2 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.

4.8.3 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.

4.9 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.

4.10 Compliance with Public Benefits Requirements.

4.10.1 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 $1,443.71 per Single Family Detached Dwelling Unit, $1,251.15 per Multiple-Family Dwelling Unit, $1,049.96 per Gated Apartment Community Dwelling Unit, and $0.27 per square foot for Non-Residential buildings as of the date of this agreement. The special tax amount shall be subject to change based on the services tax rate that is in effect at the time such CFD is formed. 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. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. 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 Payment of 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 OWNER acknowledges that the City has made no representation, express or implied, to OWNER or any person associated with OWNER regarding whether or not laborers employed relative to the construction and installation of improvements on the Property, if any, must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, *et seq*. OWNER agrees with the City that OWNER shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction of capital improvements on the Property must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq.

11.22.2 OWNER, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781. OWNER acknowledge the protections of California Civil Code Section 1542 relative to the waiver and release contained in this Section 11.22, 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 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
>
> BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 11.22:

_____

OWNER

11.22.3 Additionally, OWNER shall indemnify, defend with counsel acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property, in accordance with the terms of Section 11.22 of this Agreement.

11.22.4 If Civil Code sections 9550 et seq. require contractors to procure a payment bond, then the OWNER shall ensure that its contractors deliver the required bond.

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. PDA21-012

"OWNER"

RICHLAND MEADOWLAND, LTD,
a Texas Limited partnership

By: _____
Name: John Troutman
Its: Vice President
Date: _____

STRACK FARMS LAND, LLC
a Delaware limited liability company

By: _____
Name: John Troutman
Its: Vice President
Date: _____

RMD INLAND INVESTORS, LLC,
a Delaware limited liability company

By: _____
Name: John Troutman
Its: 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

PARCEL ONE: (APN: 1073-171-02-0-000)

PARCEL "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 18-006, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 07, 2019 AS INSTRUMENT NO. 2019-0269171 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF GOVERNMENT LOT 4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND A PORTION OF LOT 4 OF THE MAP OF THE BONITO RANCHO SUBDIVISION, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 49, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SECTION, NORTH 89°57'17" WEST, A DISTANCE OF 1,323.36 FEET, TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, SOUTH 00°25'49" WEST, A DISTANCE OF 1,314.36 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 04°04'47" EAST; THENCE SOUTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'21" A DISTANCE OF 98.07 FEET; THENCE SOUTH 74°12'52" EAST, A DISTANCE OF 25.40 FEET, TO A POINT ON THE NORTHERLY LINE OF PARCEL 2 OF CERTIFICATE APPROVING LOT LINE ADJUSTMENT OWNER'S CERTIFICATE NO. LLA06- 08, RECORDED MARCH 15, 2007 AS DOCUMENT# 2007-163169 OF OFFICIAL RECORDS, SAID POINT ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL 2 AND THE NORTHWESTERLY LINE OF SAID LOT 4, NORTH 62°37'22" EAST, A DISTANCE OF 42.19 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID PARCEL 2, SOUTH 89°41'00" EAST, 135.92 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 470.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 07°19'42" WEST; THENCE EASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°01'24" A DISTANCE OF 115.03 FEET, TO A POINT ON SAID NORTHERLY LINE OF SAID PARCEL 2; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID PARCEL 2, SOUTH 89°41'00" EAST, A DISTANCE OF 916,17 FEET, TO THE EAST LINE OF SAID SECTION 23; THENCE ALONG THE EAST LINE OF SAID SECTION 23, NORTH 00°20'57" EAST, A DISTANCE OF 1,324.15 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF ONTARIO, A POLITICAL SUBDIVISION BY GRANT DEED RECORDED FEBRUARY 20, 2020 AS INSTRUMENT NO. 2020-0059874, OF OFFICIAL RECORDS.

PARCEL TWO: (APN: 1073-171-01-0-000)

PARCEL 2 AS SHOWN ON CERTIFICATE APPROVING A LOT LINE ADJUSTMENT LLA NO. 07-010, AS EVIDENCED BY DOCUMENT RECORDED JUNE 10, 2008 AS INSTRUMENT NO. 2008-0263645 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND GOVERNMENT LOT 3 OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, THENCE SOUTH 0°13’25" WEST, 25.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 25.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION 23; THENCE SOUTH 89°57’17" EAST ALONG SAID PARALLEL LINE, 949.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57’17" EAST, 373.54 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE SOUTH 0°25’49" WEST ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 1259.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 510.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 3°51’53" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'17" AN ARC DISTANCE OF 154.18 FEET; THENCE SOUTH 76°32’36" WEST, 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 510.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°28’45" AN ARC DISTANCE OF 119.98 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 00°01'21" WEST; THENCE NORTH 0°13’25" EAST, 1309.69 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

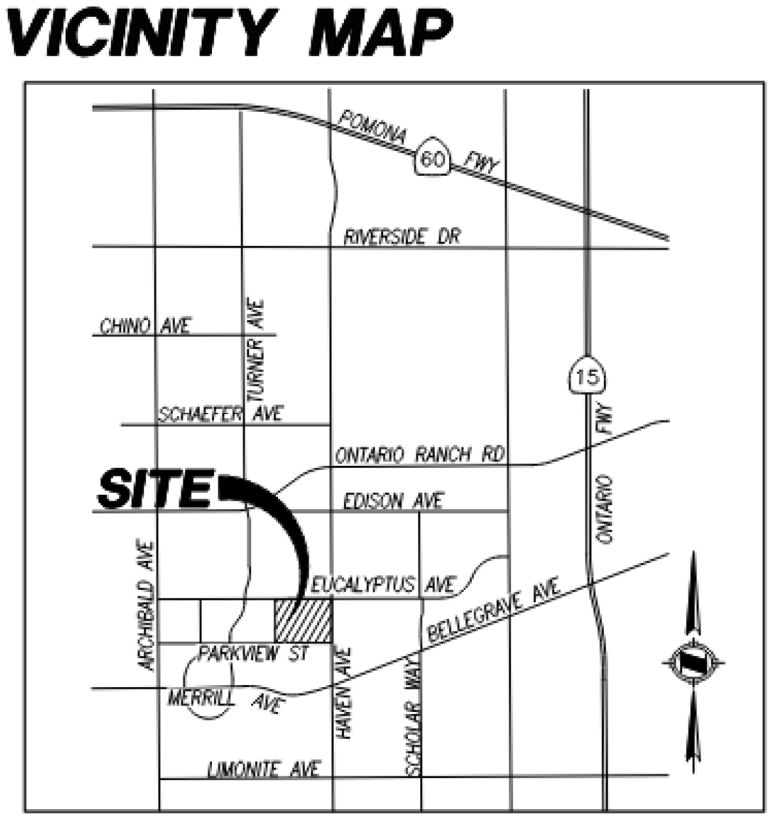


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On September 26, 2006, the Planning Commission:

a) Issued Resolution No. PC06-095 recommending City Council adopt and certify the Subarea 29 (Park place) Environmental Impact Report;
b) Issued Resolution No. PC06-096 recommending City Council approval of the General Plan Amendment (PGPA06-003); and
c) Issued Resolution No. PC06-097 recommending City Council approval of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On October 19, 2006, the City Council:

a) Issued Resolution No. 2006-089 certifying the Subarea 29 (Park place) Environmental Impact Report; and
b) Issued Resolution No. 2006-090 approving the General Plan Amendment (PGPA06-003).

On November 7, 2006, the City Council:

a) Issued Ordinance No. 2845 approving of the Subarea 29 (Park Place) Specific Plan (PSP03-003).

On March 27, 2007, the Planning Commission:

a) Issued Resolution No. PC07-036 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA07-007).

On May 1, 2007, the City Council:

a) Issued Resolution No. 2007-053 approving an amendment to the Subarea 29 Specific Plan.

On August 28, 2013, the Zoning Administrator:

a) Issued Decision No. 2013-025 approving a minor amendment to the Subarea 29 Specific Plan (PSPA13-002).

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals (Continued)

On March 24, 2015, the Planning Commission:

a) Issued Resolution No. PC15-035 recommending City Council approval of an amendment to the Subarea 29 Specific Plan (PSPA14-002).

On April 21, 2015, the City Council:

a) Issued Resolution No. 2015-030 approving an amendment to the Subarea 29 Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Subarea 29 (Park place) Environmental Impact Report, Resolution No. 2006-089
2. Subarea 29 (Park Place) General Plan Amendment (PGPA06-003), Resolution No. 2006-090
3. Subarea 29 (Park Place) Specific Plan (PSP03-003), Ordinance No. 2845
4. Amendment to the Subarea 29 Specific Plan (PSPA07-003), Resolution No. 2007-053
5. Amendment to the Subarea 29 Specific Plan (PSPA13-002), Decision No. 2013-025
6. Amendment to the Subarea 29 Specific Plan (PSPA14-002), Resolution No. 2015-030
7. 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 the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for building permits for Production Units.

STREETS (ST)

a) ST improvements on Eucalyptus Avenue from the western tract boundary to Haven Avenue.
b) ST improvements on Haven Avenue from Eucalyptus Avenue to Parkview Street.
c) Full signalized intersection improvements at the corner of Eucalyptus Avenue and Haven Avenue.
d) Full signalized intersection improvements at the corner of Haven Avenue and Parkview Street, pursuant to Section 3.7.6.
e) Full signalized intersection improvements at the corner of Eucalyptus Avenue and "A" Street, pursuant to Section 3.7.6

FIBER OPTICS (FO)

a) FO improvements on Haven Avenue from Eucalyptus Avenue to Parkview Street.
b) FO improvements on Parkview Street from Haven Avenue to the western tract boundary.
c) FO improvements at the intersection of Eucalyptus Avenue and "A" Street.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

SEE ATTACHED

TENATIVE TRACT MAP 20472

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
SUBAREA 29
STATE OF CALIFORNIA
ONSITE INFRASTRUCTURE IMPROVEMENTS





CONSTRUCTION NOTES

1. CONNECT TO EXISTING DOMESTIC WATER LINE
2. CONNECT TO EXISTING SEWER LINE
3. CONNECT TO EXISTING STORM DRAIN LINE
4. CONNECT TO EXISTING RECYCLED WATER LINE

LEGEND

- PROPOSED DOMESTIC WATER
- PROPOSED RECYCLED WATER
- PROPOSED PUBLIC SEWER
- PROPOSED PRIVATE SEWER
- PROPOSED STORM DRAIN
- PROPOSED FIBER OPTICS
- PROPOSED STREET IMPROVEMENTS
- PROPOSED IMPROVEMENTS

NOTE

1. PRIVATE ALLEY SEWER LINES WILL BE PRIVATE AFTER CROSSING THE RIGHT-OF-WAY, PER STANDARD 2003.
2. ALL STREETS AND ALLEYS SHOWN ON THIS EXHIBIT ARE PRIVATE UNLESS OTHERWISE STATED.

0 100 200 400
SCALE: 1" = 200'

TTM 20472 DA
EXHIBIT "F-1"

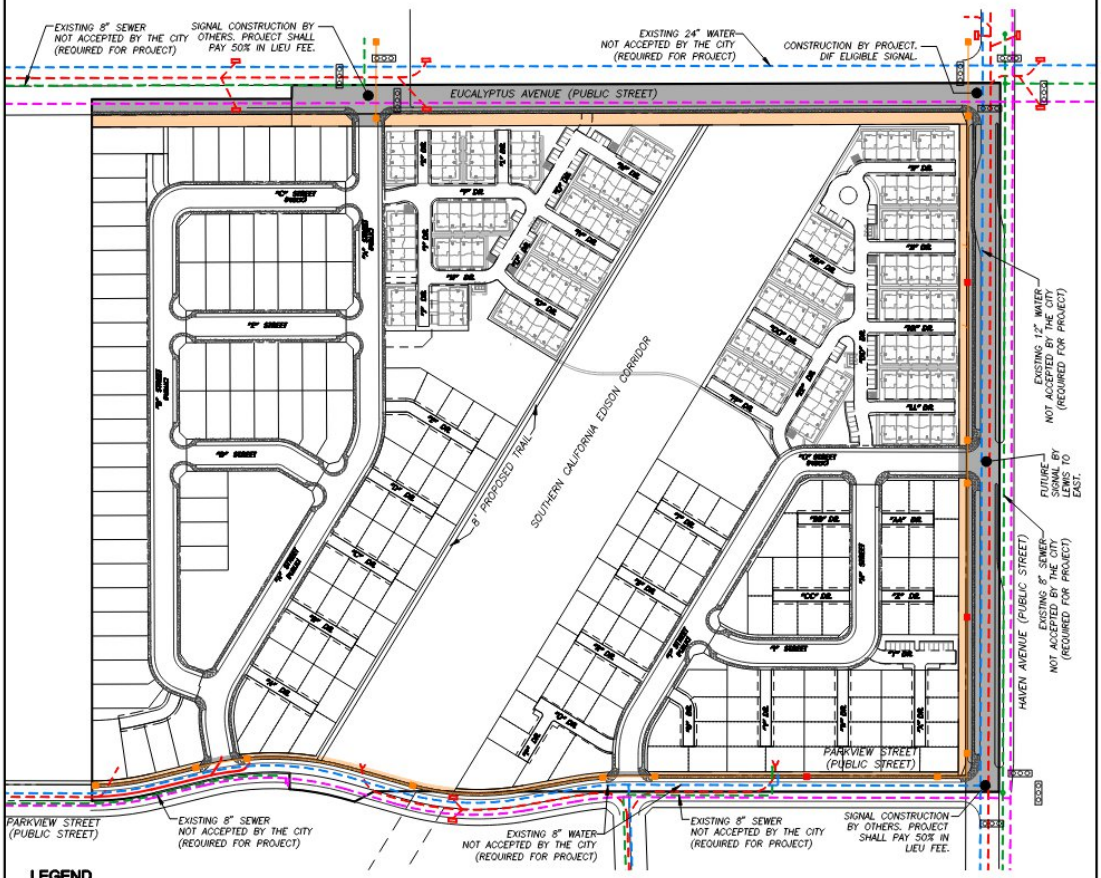
APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING

TENATIVE TRACT MAP 20472

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO
SUBAREA 29
STATE OF CALIFORNIA
OFFSITE INFRASTRUCTURE IMPROVEMENTS





LEGEND

- PROPOSED DOMESTIC WATER
- EXISTING DOMESTIC WATER
- PROPOSED RECYCLED WATER
- EXISTING RECYCLED WATER
- PROPOSED SEWER
- EXISTING SEWER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED FIBER OPTICS
- PROPOSED EUCALYPTUS AVENUE & HAVEN AVENUE STREET IMPROVEMENTS
- PROPOSED IMPROVEMENTS, INCLUDING LANDSCAPED PARKWAY WITH IRRIGATION, SIDEWALK, ETC.
- PROPOSED TRAFFIC SIGNAL
- PROPOSED HAND HOLES

NOTE:

ALL STREETS AND ALLEYS SHOWN ON THIS EXHIBIT ARE PRIVATE UNLESS OTHERWISE STATED.

0 100 200 400
SCALE: 1" = 200'

TTM 20472 DA
EXHIBIT "F-2"

APPLICANT:
RICHLAND COMMUNITIES
3161 MICHELSON DRIVE, SUITE 425
IRVINE, CA 92612
PH: (949) 261-7010
ATTN: DEREK BARBOUR

PREPARED BY:
HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ▪ ENGINEERING ▪ SURVEYING

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_____, 201__, 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"
TO DEVELOPMENT AGREEMENT

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"
TO DEVELOPMENT AGREEMENT

WATER DEMAND EQUIVALENTS BY LAND USE

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"
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