CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
MAY 21, 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 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

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

SPECIAL CEREMONIES

PROCLAMATION OF THE ONTARIO MUSEUM OF HISTORY & ART AS AN ACCREDITED MUSEUM

That the City Council proclaim the Ontario Museum of History & Art as an accredited museum.

ATTACHMENT: 20240507 Proclamation of The Ontario Museum of History & Art as an Accredited Museum^01^PROC.docx

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.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of April 16, 2024, and approving same as on file in the Records Management Department.

ATTACHMENT: 20240416 Meeting Minutes (Not official until approved)

2. BILLS & PAYROLL

Bills April 19, 2024 through May 2, 2024, and Payroll April 7, 2024 through April 20, 2024.

3. ACCEPT WRITTEN PETITIONS TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS

That the City Council consider and:

A. Accept written petitions (on file with the Records Management Department) from LS-ONTARIO II LLC, AG EHC II (LSEA) CA 2, L.P., and Landsea Homes of California LLC ("Landowners"), to create a Community Facilities District, and to waive certain procedural

matters, under the Mello-Roos Community Facilities Act of 1982;

B. Adopt a Resolution of Intention to establish a Community Facilities District proposed to be named City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) and to authorize the levy of a special tax therein; and set a public hearing for the formation of the Community Facilities District as part of the regularly scheduled City Council meeting on Tuesday, July 2, 2024; and

C. Adopt a Resolution Declaring it Necessary for City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) to Incur Bonded Indebtedness.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) TO INCUR BONDED INDEBTEDNESS.

ATTACHMENT: CFD No. 71 Neuhouse Phase 2 RESO of Intention 01 RESO RM
ATTACHMENT: CFD No. 71 Neuhouse Phase 2^01A Map, EXH A
ATTACHMENT: CFD No. 71 Neuhouse Phase 2^01B RMA, EXH C
ATTACHMENT: CFD No. 71 Neuhouse Phase 2 02 RESO to Incur Bonded Indebtedness^02^RESO^RM

4. A RESOLUTION ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR RAILROAD PURPOSES

That the City Council adopt a Resolution ordering the summary vacation of an easement for railroad purposes located east of Cucamonga Avenue and north of Francis Street.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR RAILROAD PURPOSES LOCATED EAST OF CUCAMONGA AVENUE AND NORTH OF FRANCIS STREET.

ATTACHMENT: 20240521 Summary Vacation^01 Exhibit 1.pdf
ATTACHMENT: 20240521 Summary Vacation 02^RESO^RM
ATTACHMENT: 20240521 Summary Vacation^03 Exhibits A and B.pdf

5. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20599 LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF DUESENBERG DRIVE AND CONCOURS STREET

That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20599 located at the northwest and northeast corners of Duesenberg Drive and Concours Street.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20599

LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF DUESENBERG DRIVE AND CONCOURS STREET.

ATTACHMENT: 20240521 TM-20599^01 Exhibit A.pdf
ATTACHMENT: 20240521 TM-20599 02^RESO^RM.docx
ATTACHMENT: 20240521 TM-20599^03 SIA.pdf

6. AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES, AND AN AMENDMENT TO A DESIGN SERVICES AGREEMENT FOR THE SULTANA AVENUE STORM DRAIN, STREET, AND SEWER IMPROVEMENT PROJECTS

That the City Council take the following actions:

A. Approve Amendment No. 7 to the Professional Services Agreement with AKM Consulting Engineers of Irvine, California, to provide construction management and inspection services for the Sultana Avenue Storm Drain, Street, and Sewer Improvement Projects in the amount of $353,850 for a revised not-to-exceed total of $1,026,549.44; and authorize the City Manager, or his designee, to execute said Agreement and future amendments within the authorization limits.
B. Approve Amendment No. 2 to the Design Services Agreement for the Sultana Avenue Storm Drain and Street Improvements Project with Infrastructure Engineering Corporation of Poway, California, to provide additional utility coordination, sewer improvement plan implementation, and construction support in the amount of $201,600 for a revised not-to-exceed total of $1,014,205; and authorize the City Manager, or his designee, to execute said Agreement and future amendments within the authorization limits.

ATTACHMENT: 02-IEC_ Amendment No. 2.pdf
ATTACHMENT: 02 - AKM Amendment No. 7.pdf

7. A QUITCLAIM DEED WITH LENNAR HOMES OF CALIFORNIA, LLC FOR LOT A AND LOT C OF FINAL PARCEL MAP NO. 19787

That the City Council authorize the City Manager or his designee to execute a Quitclaim Deed to Lennar Homes of California, LLC, for fee title ownership transfer of Lot A and Lot C of Parcel Map 19787.

ATTACHMENT: 20240521 Quitclaim V-316^01 EXH A.pdf

8. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC. FOR CITYWIDE MARKETING, COMMUNICATIONS, MITIGATION AND PUBLIC RELATIONS CONSULTING SERVICES

That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with Communications & Media Management Consultants, Inc. (CMMC), of Santa Clarita, California, for the provision of citywide marketing, communications, mitigation, and public relations consulting services, in the amount of $120,000, for a total not-to-exceed contract amount of $190,000, and to extend the term to June 30, 2025.

ATTACHMENT: CMMC - Amendment No. 1.doc

9. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH HP COMMUNICATIONS, INC. FOR ON-CALL FIBER CONDUIT AND CABLE INSTALLATION

That the City Council authorize Change Order No.1 to Construction Contract No. BB-2022-001 with HP Communications, Inc. of Corona, California, for on-call citywide fiber conduit installation services, in the amount of $274,071 for a revised total of $8,274,071; and authorize the City Manager, or his designee, to execute said Contract and future amendments within the authorization limits.

ATTACHMENT: 20240521 HP Communications - Change Order No. 1 AGMT^01.pdf
ATTACHMENT: 20240521 Exhibit A^02.pdf
ATTACHMENT: 20240521 Contract Recap Worksheet^03.pdf

10. A PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP FOR THE PREPARATION OF DESIGN AND CONSTRUCTION DOCUMENTS FOR THE GRAND PARK PROJECT

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Professional Services Agreement with SWA Group, of Laguna Beach, California, for the preparation of the design and construction documents for the Grand Park Project for a total not-to-exceed contract amount of $5,972,996; and
B. Authorize the City Manager or his designee to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

ATTACHMENT: SWA Professional Services Agreement - The Grand Park 1.pdf

PUBLIC HEARINGS

Pursuant to Government Code Section 65009, if you challenge the City's zoning, planning or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the public hearing. Affidavits of posting compliance, for all items below, are on file with the Records Management Department.

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

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11. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

That the City Council consider take the following actions:

A. Adopt a Resolution of Formation of Community Facilities District No. 65 (Falloncrest), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopt a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 65 (Falloncrest);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 65 (Falloncrest);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 65 (Falloncrest); and
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC, a California limited liability company.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPRPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) TO INCUR BONDED INDEBTEDNESS).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC.

ATTACHMENT: CFD 65 Falloncrest 01 Resolution of Formation^01^RESO^RM
ATTACHMENT: CFD 65 Falloncrest^01A RMA EXH B.pdf
ATTACHMENT: CFD 65 Falloncrest 02 Resolution Deeming Necessity to Incur Bonded Indebtedness^02^RESO^RM
ATTACHMENT: CFD 65 Falloncrest 03 Resolution Calling Election^03^RESO^RM

ATTACHMENT: CFD 65 Falloncrest 04 Resolution Declaring Election^04^RESO^RM
ATTACHMENT: CFD 65 Falloncrest 05 Ordinance^05^ORD^RM
ATTACHMENT: CFD 65 Falloncrest 06 Resolution Authorizing the Acquisition Agreement^06^RESO^RM
ATTACHMENT: CFD 65 Falloncrest^07 Concurrence of Election Official.docx

12. A PUBLIC HEARNG TO CONSIDER AN URGENCY ORDINANCE TO IMPLEMENT MULTIPLE-FAMILY RESIDENTIAL AND MIXED-USE RESIDENTIAL OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS, FILE NO. PDCA24-001

That the City Council adopt an Urgency Ordinance amending the reference document section of the City's Development Code, to implement Objective Development and Design Standards for multiple-family and mixed-use residential development.

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA24-001 AMENDING THE REFERENCE DOCUMENT SECTION OF THE CITY'S DEVELOPMENT CODE, TO IMPLEMENT OBJECTIVE DEVELOMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOPMENT.

ATTACHMENT: 20240521 File No. PDCA 24-001 Urgency Ordinance 01^ORD^RM
ATTACHMENT: 20240521 File No. PDCA 24-001 ^02 ODDS Ordinance Attachement A - ODDS Document.docx

13. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE FOR THE GRANADA THEATER REVITALIZATION PROJECT

That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition of a fee simple interest in certain real property located at 301 North Euclid Avenue, more particularly described as Assessor Parcel No. 1048-566-07 ("Property"), is necessary for the rehabilitation of the Historic Granada Theater.

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE, IN ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS APN: 1048-566-07, FOR PUBLIC PURPOSE.

ATTACHMENT: 301 North Euclid Resolution 01^RESO^RM
ATTACHMENT: 301 North Euclid Resolution Exhibt A^02.pdf
ATTACHMENT: 301 North Euclid Staff Report Exhibit 1^03.pdf

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

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

ADJOURNMENT

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **SPECIAL CEREMONIES**
Department: Museum Prepared By: Marissa Kucheck Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No:

SUBJECT: PROCLAMATION OF THE ONTARIO MUSEUM OF HISTORY & ART AS AN ACCREDITED MUSEUM

RECOMMENDATION: That the City Council proclaim the Ontario Museum of History & Art as an accredited museum.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: There is no direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: The American Alliance of Museums has been bringing museums together since 1906. They help develop standards and best practices, gather and share knowledge, and advocate on issues of concern to the entire museum community. The American Alliance of Museums represents more than 35,000 individual museum professionals, volunteers, institutions, and corporate partners serving the museum field.

In November 2023, the Ontario Museum of History & Art was notified of its successful application to become an accredited museum. Accreditation is a rigorous but highly rewarding process that examines all aspects of a museum's operations. To earn accreditation a museum must first conduct a year of self-study, and then undergo a site visit by a team of peer reviewers.

Museum staff and the Museum Board of Trustees began diligently developing and implementing key documents, procedures, and best practices over five years ago, in anticipation of the application process. City staff from across departments, the Museum Associates, community volunteers and key external stakeholders worked in collaboration with Museum staff and the Museum Board of Trustees to ensure the Museum was well-prepared for the examination and site assessment.

The American Alliance of Museum's Accreditation Commission, an independent and autonomous body of museum professionals, considers the self-study and visiting committee report to determine whether a museum should receive accreditation.

Accreditation by The American Alliance of Museums is the highest national recognition offered to the nation's museums. Accreditation signifies excellence to the museum community, to governments, funders, outside agencies, and to the museum-going public. Of the nation's estimated 33,000 museums, over 1,080 are currently accredited. The Ontario Museum of History & Art is one of only 78 museums accredited in California.

On May 18, from 6PM to 9PM, the museum will celebrate the accomplishment of becoming an accredited museum during the Ontario Art Walk. Attendees can explore the Museum, support artisan vendors, shop at the Museum store, and participate in a workshop led by artists and creative strategist Danielle Giudici. Visit ontariomuseum.org for more information or contact the Museum directly at 909-395-2510.

PROCLAMATION OF THE ONTARIO MUSEUM OF HISTORY & ART AS AN ACCREDITED MUSEUM

WHEREAS, the Ontario Museum of History & Art is a community resource with a mission to be a vibrant cultural resource for our diverse communities that advances an understanding of regional history and art; and

WHEREAS, the work of the Ontario Museum of History & Art highlights the fact that the museum is a cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and creating, by connecting with the thoughts and ideas of others from ages past to the present; and

WHEREAS, the Ontario Museum of History & Art enables the City of Ontario to be a destination for arts & culture in the region by providing dynamic exhibits, programs, and original research that fosters civic identity and inspires residents, and preserves our historic legacy as stewards preserving its collections; and

WHEREAS, the American Alliance of Museums develops standards and best practices for the nation's museums and recognizes excellence to the museum community by awarding accreditation only to institutions that meet those best practices.

NOW THEREFORE, the City of Ontario, its City Council and staff members do declare the Ontario Museum of History & Art an accredited museum and urges everyone to join the museum on Saturday, May 18th from 6 PM to 9 PM during Ontario Art Walk, to celebrate this national distinction and learn more about why having an accredited museum makes our community great.

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
April 16, 2024
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and the Housing Authority were held on Tuesday, April 16, 2024 at Ontario City Hall, 303 E. B Street Ontario, California.

CALL TO ORDER

Mayor Leon called the joint meetings to order at 6:32 p.m.

ROLL CALL

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

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest announced by the City Council.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Bowman.

INVOCATION

Mayor Leon held a moment of silence in lieu of an invocation.

REPORT ON CLOSED SESSION

City Attorney Duran stated there was no reportable action.

PUBLIC COMMENTS

Assistant City Clerk Isbell announced there were no written public comments.

Mayor Leon called upon the first speaker:

Mike Cargile, spoke regarding security measures at the California Institute for Men.

Assistant City Clerk Isbell corrected herself and announced there were two written public comments:
Eduardo Arias, regarding affordable housing.
Stephanie Diaz, regarding a potential neighbor dispute.

Mayor Leon continued with the next speaker.
Luis Lagos, spoke regarding the Hispanic Chamber of Commerce's upcoming events.
Edgar Estrada, spoke regarding the Hispanic Chamber of Commerce's difficulty in obtaining event permits.
Stephen Rodgers, spoke in regards of a personal matter and his desire to meet with Councilman Valencia.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa stated there was a revision to an exhibit regarding agenda Item No. 06. The revision is an update to the payments received by property owners by 9:00 a.m. on Tuesday April 16th, 2024. The materials convey an updated and reduced amount for assessments totaling $101,459.99, the amount concerns eighty-six parcels. In turn, $109,713.27 for twenty-four parcels was collected or postponed since the publication of the agenda last week.

CONSENT CALENDAR

MOTION: Moved by Council Member Bowman, seconded by Council Member Valencia and carried by a unanimous vote 4-0, with Council Member Wapner absent, to approve the Consent Calendar as presented.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of March 19, 2024, and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved Bills March 15, 2024 through March 28, 2024, in the amount of $23,509,277.90, and Payroll March 10, 2024 through March 23, 2024 in the amount of $5,160,883.80.

3. ACCEPT WRITTEN PETITIONS TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS

The City Council considered and:

A. Accepted written petitions from Lennar Homes of California, LC and KL LHB DSD AIV LLC ("Landowners"), to create a Community Facilities District ("CFD") and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
B. Adopted a Resolution of Intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest), authorized the associated levy of special taxes therein; and set a public hearing for the formation of the CFD as part of the regularly scheduled City Council meeting on Tuesday, May 21, 2024; and
C. Adopted a Resolution Declaring It Necessary for the City of Ontario Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness.

RESOLUTION NO. 2024-017 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN.

RESOLUTION NO. 2024-018 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) TO INCUR BONDED INDEBTEDNESS.

4. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20530, LOCATED SOUTH OF CHINO AVENUE BETWEEN HAVEN AVENUE AND MILL CREEK AVENUE WITHIN THE RICH-HAVEN SPECIFIC PLAN

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20530, located south of Chino Avenue between Haven Avenue and Mill Creek Avenue within the Rich-Haven Specific Plan.

RESOLUTION NO. 2024-019 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20530 LOCATED SOUTH OF CHINO AVENUE BETWEEN HAVEN AVENUE AND MILL CREEK AVENUE WITHIN THE RICH-HAVEN SPECIFIC PLAN.

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5. A LEASE AGREEMENT WITH FLETCHER JONES MERCEDES BENZ OF ONTARIO

The City Council authorized the City Manager, or his designee, to execute a Lease Agreement between the City and Fletcher Jones Mercedes Benz of Ontario

('Fletcher Jones") related to upgrades to their existing LED sign.

6. A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENT ON THE SAN BERNARDINO COUNTY TAX ROLLS

The City Council adopted a Resolution for recovery of fees and costs incurred in abating property and dangerous building violations, as well as administrative citations and civil penalties associated with property maintenance violations and placing assessments on the San Bernardino County Tax Rolls.

RESOLUTION NO. 2024-020 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A REPORT REQUESTING THE PLACEMENT OF SPECIAL ASSESSMENTS ON PROPERTY TAX BILLS FOR CIVIL PENALTIES OR RECOVERY OF COSTS INCURRED FOR ABATEMENT OF VIOLATIONS OF CITY CODES AND ORDINANCES.

7. A RESOLUTION OF INTENT TO DESIGNATE PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE FOR THE BENEFIT OF ADJACENT RESIDENCES

The City Council adopted a Resolution declaring the intent to designate portions of D Street, Plum Avenue, Cherry Avenue, and Sultana Avenue as a residential permit parking zone for the benefit of adjacent residences and to set the date, time, and place for a public hearing to consider the matter.

RESOLUTION NO. 2024-021 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, PERTAINING TO DESIGNATING PORTIONS OF D STREET, PLUM AVENUE, CHERRY AVENUE, AND SULTANA AVENUE AS A RESIDENTIAL PERMIT PARKING ZONE AND TO SET THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING.

8. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE ONTARIO SPORTS COMPLEX PROJECT AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TILDEN-COIL CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE ONTARIO SPORTS COMPLEX PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 6 to the Design Services Agreement for Contract No. PM 1819-1 with RJM Design Group, Inc., of San Juan Capistrano, California, to provide landscape architectural services for the Ontario Sports Complex Project in the amount of $6,552,590 for a total not-to exceed contract amount of $7,079,690;
B. Authorized the City Manager, or his designee, to execute Amendment No. 3 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of

Riverside, California, to provide Construction Management Multi-Prime Services for the Ontario Sports Complex in the amount of $11,691,003 for a total not-to-exceed contract amount of $30,043,947 and extend the term of the contract to October 27, 2028, and

C. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to, contracts, agreements, assessments, easements, reduction of retention accounts, and filing a notice of completion at the conclusion of all construction related activities.

9. MAINTENANCE SERVICES AGREEMENTS WITH PRIORITY LANDSCAPE SERVICES, LLC. AND RPW SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES IN THE ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS AND CITYWIDE WEED ABATEMENT SERVICES

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Contract No. PM 2425-02 Ontario Parkway Maintenance Assessment Districts Landscape Maintenance Services with Priority Landscape Services, LLC., of Anaheim, California, for a total contract amount not-to-exceed $2,368,361 for up to five (5) years; and

B. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Contract No. PM 2425-01 Citywide Weed Abatement Services with RPW Services, Inc., of Orange, California, for a total contract amount not-to-exceed $394,680 for up to five (5) years.

10. MAINTENANCE SERVICES AGREEMENTS WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. AND MERCHANTS LANDSCAPE SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES AT THE ONTARIO SOCCER PARK, THE ONTARIO TOWN SQUARE AND VARIOUS CITY PARKS

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Ontario Soccer Park with BrightView Landscape Services, Inc., of Upland, California, for a total contract amount not-to-exceed $1,413,113 for up to five (5) years, and

B. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Ontario Town Square with BrightView Landscape Services, Inc., of Upland, California, for a total contract amount not-to-exceed $558,147 for up to five (5) years; and

C. Authorized the City Manager or his designee to execute a Maintenance Services Agreement for Various City Parks with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $4,108,498 for up to five (5) years.

11. MAINTENANCE SERVICES AGREEMENTS WITH GREENTECH LANDSCAPE, INC. AND MERCHANTS LANDSCAPE SERVICES, INC. FOR LANDSCAPE MAINTENANCE SERVICES IN THE NORTHEAST, NORTHWEST, SOUTHEAST, AND SOUTHWEST QUADRANTS OF ONTARIO RANCH

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Northeast Quadrant of Ontario Ranch Landscape Maintenance Services with Greentech Landscape Inc., of Whittier, California, for a total contract amount not-to-exceed $2,315,439 for up to five (5) years, and
B. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Northwest Quadrant of Ontario Ranch Landscape Maintenance Services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $427,492 for up to five (5) years, and
C. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Southeast Quadrant of Ontario Ranch Landscape Maintenance Services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $1,546,460 for up to five (5) years; and
D. Authorized the City Manager, or his designee, to execute a Maintenance Services Agreement for Southwest Quadrant of Ontario Ranch Landscape Maintenance Services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $1,491,488 for up to five (5) years.

12. AN AMENDMENT TO THE AGREEMENT WITH GRANICUS, LLC., TO ADD SPANISH CAPTIONS

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Software as a Services Agreement with Granicus, LLC., of St. Paul, Minnesota, for Spanish captioning services, in the amount of $10,501 for a total not-to-exceed contract amount of $346,981.

PUBLIC HEARING

13. A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE GROVE AVENUE SPECIFIC PLAN, FILE NO PSPA22-007, FOR PROPERTY LOCATED AT 2042 S. GROVE AVENUE (APN: 1050-491-11)

The City Council adopted:

A. A Resolution approving an addendum to The Ontario Plan (TOP) 2050 Supplemental Environmental Impact Report (State Clearinghouse No. 2021070364), certified by the City of Ontario City Council on August 16, 2022,

in conjunction with File No. PGPA20-002; and

B. A Resolution approving an amendment to the Grove Avenue Specific Plan (File No. PSPA22-007), to change the land use designation on 4.20 acres of land, from Office/Commercial to Business Park for property located at 2042 S. Grove Avenue.

RESOLUTION NO. 2024-022 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN ADDENDUM TO THE ONTARIO PLAN (TOP) 2050 SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2021070364), CERTIFIED BY THE ONTARIO CITY COUNCIL ON AUGUST 16, 2022, PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, FOR FILE NO PSPA22-007.

RESOLUTION NO. 2024-023 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSPA22-007, AN AMENDMENT TO THE GROVE AVENUE SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF 4.20 ACRES OF LAND FROM OFFICE/COMMERCIAL TO BUSINESS PARK FOR PROPERTY LOCATED AT 2042 S. GROVE AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1050- 491-11.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There were no written communications.

Mayor Leon opened the public hearing and inquired if anyone was interested in speaking to the item. Hearing no one, Mayor Leon closed the public hearing and opened the item for Council discussion.

Mayor pro Tem Porada requested a presentation on the item by Executive Director of Community Development Scott Murphy. Mr. Murphy provided a presentation after which Council discussed.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Porada and carried by a unanimous vote 4-0, with Council Member Wapner absent, to adopt Resolution No. 2024-022 and Resolution No. 2024-023.

STAFF MATTERS:

City Manager Ochoa made no announcements.

COUNCIL MATTERS:

Mayor pro Tem Porada spoke on the City's scholarship program available to qualified high school students as well as the upcoming Ontario Hertiage Historic Home Tour.

Mayor Leon spoke on an upcoming event hosted by local Downtown Ontario Arts District

business Holt x Palm.

ADJOURNMENT:

Mayor Leon adjourned the meetings of the Joint Agencies at 6:47 p.m. and announced the next regular meeting was scheduled for May 7, 2024.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Nathaniel Gibson Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **ACCEPT WRITTEN PETITIONS TO CREATE A COMMUNITY FACILITIES DISTRICT; ADOPT A RESOLUTION OF INTENTION TO ESTABLISH CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES; AND ADOPT A RESOLUTION DECLARING IT NECESSARY TO INCUR BONDED INDEBTEDNESS**

RECOMMENDATION: That the City Council consider and:

A. Accept written petitions (on file with the Records Management Department) from LS-ONTARIO II LLC, AG EHC II (LSEA) CA 2, L.P., and Landsea Homes of California LLC ("Landowners"), to create a Community Facilities District, and to waive certain procedural matters, under the Mello-Roos Community Facilities Act of 1982;
B. Adopt a Resolution of Intention to establish a Community Facilities District proposed to be named City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) and to authorize the levy of a special tax therein; and set a public hearing for the formation of the Community Facilities District as part of the regularly scheduled City Council meeting on Tuesday, July 2, 2024; and
C. Adopt a Resolution Declaring it Necessary for City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) to Incur Bonded Indebtedness.

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

FISCAL IMPACT: The use of Mello-Roos financing in the Neuhouse Phase 2 residential development is projected to generate approximately $415,627 per year, at build-out, to fund administrative fees and municipal services; and approximately $15.9 million in bond proceeds to be used to fund a

portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the district; therefore, there is no fiscal impact on the General Fund from the issuance of Mello-Roos bonds. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance various kinds of public infrastructure facilities and municipal services. Municipal services that may be funded by a community facilities district include: police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm drain protection services, maintenance and operation of fiber optic telecommunication, wireless communication and public safety camera systems and maintenance and operation of any real property or tangible property with an estimated useful life of five or more years that is owned by the governmental entity. Under the Mello-Roos Act, the initial steps in forming a community facilities district to finance public improvements and municipal services are to adopt a Resolution declaring the intention to establish a community facilities district, authorize the levy of special taxes, and issue bonds.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City of Ontario and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the Agreement. LS-ONTARIO II LLC, AG EHC II (LSEA) CA 2, L.P., and Landsea Homes of California LLC have provided written petitions to the City requesting formation of a community facilities district, along with a deposit pursuant to a Deposit Agreement dated June 1, 2023, to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness, and provides for the repayment to LS-ONTARIO II LLC from the proceeds from any bonded indebtedness by the Community Facilities District. The Neuhouse Phase 2 project addresses the development of two zones. Zone 1 is approximately 9.18 gross acres located west of Mill Creek Avenue, east of Twinkle Avenue, south of Chino Avenue, and north of Schaefer Avenue, and Zone 2 is approximately 19.73 gross acres located west of Haven Avenue, east of Clover Place, south of Riverside Drive, and north of Chino Avenue. At build-out, the project is expected to include 335 residential units, comprised of 144 attached units in Zone 1, and 191 units in Zone 2 (96 attached and 95 detached).

Included, as part of the Resolution of Intention is the proposed Rate and Method of Apportionment of Special Tax for the District. Under the proposed Rate and Method of Apportionment, the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time. As proposed, the amount of bonds authorized for the District ($65 million) is set intentionally higher than the current estimated bond amount (approximately $15.9 million) in order to allow future City Council, the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund municipal services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Neuhouse Phase 2

project is consistent with those of previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch community facilities districts will be required to disclose the maximum annual special tax amount to each homeowner before entering into a sales contract.

List of infrastructure to be financed:

- Storm Drain System Facilities
- Streets and Traffic Circulation System Facilities
- Fiber Optic System Facilities

City Staff has discussed the proposed Rate and Method of Apportionment of Special Tax with the landowners. As proposed, the Resolution of Intention to establish the Community Facility District and to levy special taxes will set a public hearing date on the formation of the community facilities district for the regularly scheduled City Council meeting on Tuesday, July 2, 2024, to consider the matter.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES DISTRICT PROPOSED TO BE NAMED CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN

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

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

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City") has received from each of LS-ONTARIO II LLC ("LS-ONTARIO II"), AG EHC II (LSEA) CA 2, L.P. and Landsea Homes of California LLC (collectively, the "Landowners") a written petition (together, the "Petitions"), requesting the City Council to institute proceedings pursuant to the Act to establish a community facilities district (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District, describing the boundaries of the territory that is proposed for inclusion in the Community Facilities District and specifying the types of facilities and services to be financed by the Community Facilities District; and

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

WHEREAS, the Landowners have represented and warranted to the City Council that the Landowners are the owners of 100% of the area of land proposed to be included within the Community Facilities District and not proposed to be exempt from the special tax; and

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

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

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

WHEREAS, the City and LS-ONTARIO II have entered into the Deposit and Reimbursement Agreement, dated as of June 1, 2023 (the "Deposit Agreement"), which provides for the advancement of funds by LS-ONTARIO II to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to LS-ONTARIO II of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

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

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

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

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

Section 3. The City Council proposes to establish the Community Facilities District under the terms of the Act. The boundaries of the territory proposed for inclusion in the Community Facilities District are described in the map showing the proposed Community Facilities District (the "Boundary Map") on file in the office of the City Clerk of the City (the "City Clerk"), a copy of which is attached hereto as Exhibit A, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to sign the original Boundary Map and record, or cause to be recorded, the Boundary Map with all proper endorsements

thereon in the office of the San Bernardino County Recorder within 15 days of the date of adoption of this Resolution, all as required by Section 3111 of the California Streets and Highways Code.

Section 4. The name proposed for the Community Facilities District is "City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)."

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

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

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

Section 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private

residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

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

Section 10. The City Council hereby fixes Tuesday, July 2, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the establishment of the Community Facilities District; provided, that, in the event the July 2, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

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

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

Section 13. Each officer of the City who is or will be responsible for providing one or more of the proposed types of Facilities or Services is hereby directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the Facilities and Services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing the Facilities and Services. Such officers are hereby also directed to estimate the fair and reasonable cost of the Facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid. Such report shall be made a part of the record of said public hearing.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

BOUNDARY MAP

EXHIBIT B

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

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

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

SHEET 1 OF 3

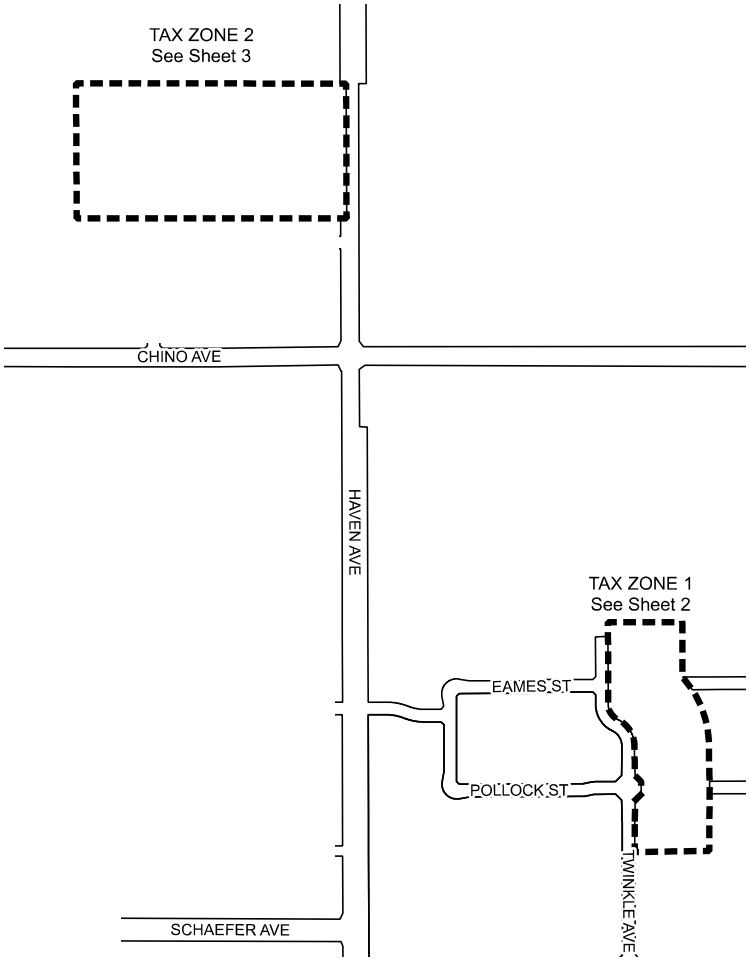
PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

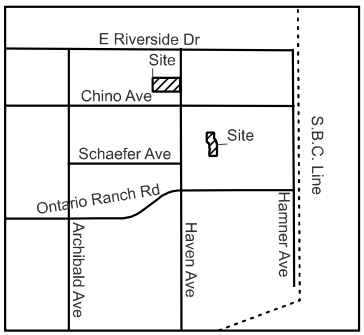
SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

N

OVERVIEW MAP



VICINITY MAP



LEGEND

City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)

(1) Filed in the office of the Clerk of the City of Ontario this _____ day of_____, 2024.

_____
Sheila Mautz,
Clerk of the City of Ontario, California

(2) I hereby certify that the within map showing the proposed boundaries of City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2), San Bernardino County, State of California, was approved by the City Council of the City of Ontario at a regular meeting thereof, held on the _____ day of _____, 2024, by its Resolution No. _____.

_____
Sheila Mautz,
Clerk of the City of Ontario, California

CITY OF ONTARIO INCORPORATED DECEMBER 1891 CALIFORNIA

San Bernardino County Recorder's Certificate

This map has been filed under Document Number _____, this _____ day of _____, 2024, at _____.m, in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the County Recorder in San Bernardino County, State of California, at the request of the City of Ontario in the amount of $_____.

Chris Wilhite
Assessor-Recorder
San Bernardino County

By: _____
Deputy Recorder

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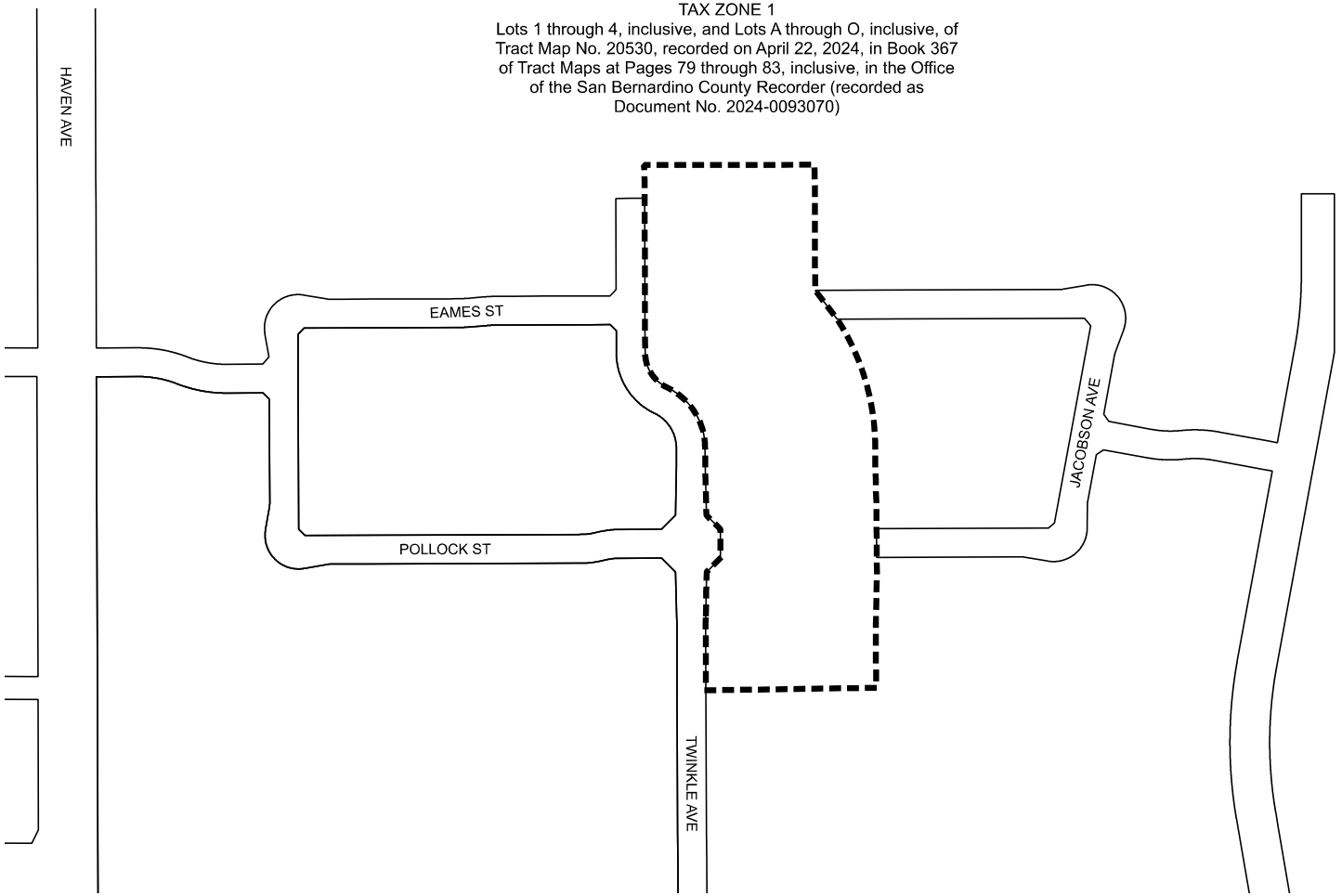
SHEET 2 OF 3

PROPOSED BOUNDARIES OF

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

TAX ZONE 1
Lots 1 through 4, inclusive, and Lots A through O, inclusive, of Tract Map No. 20530, recorded on April 22, 2024, in Book 367 of Tract Maps at Pages 79 through 83, inclusive, in the Office of the San Bernardino County Recorder (recorded as Document No. 2024-0093070)



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SHEET 3 OF 3

PROPOSED BOUNDARIES OF

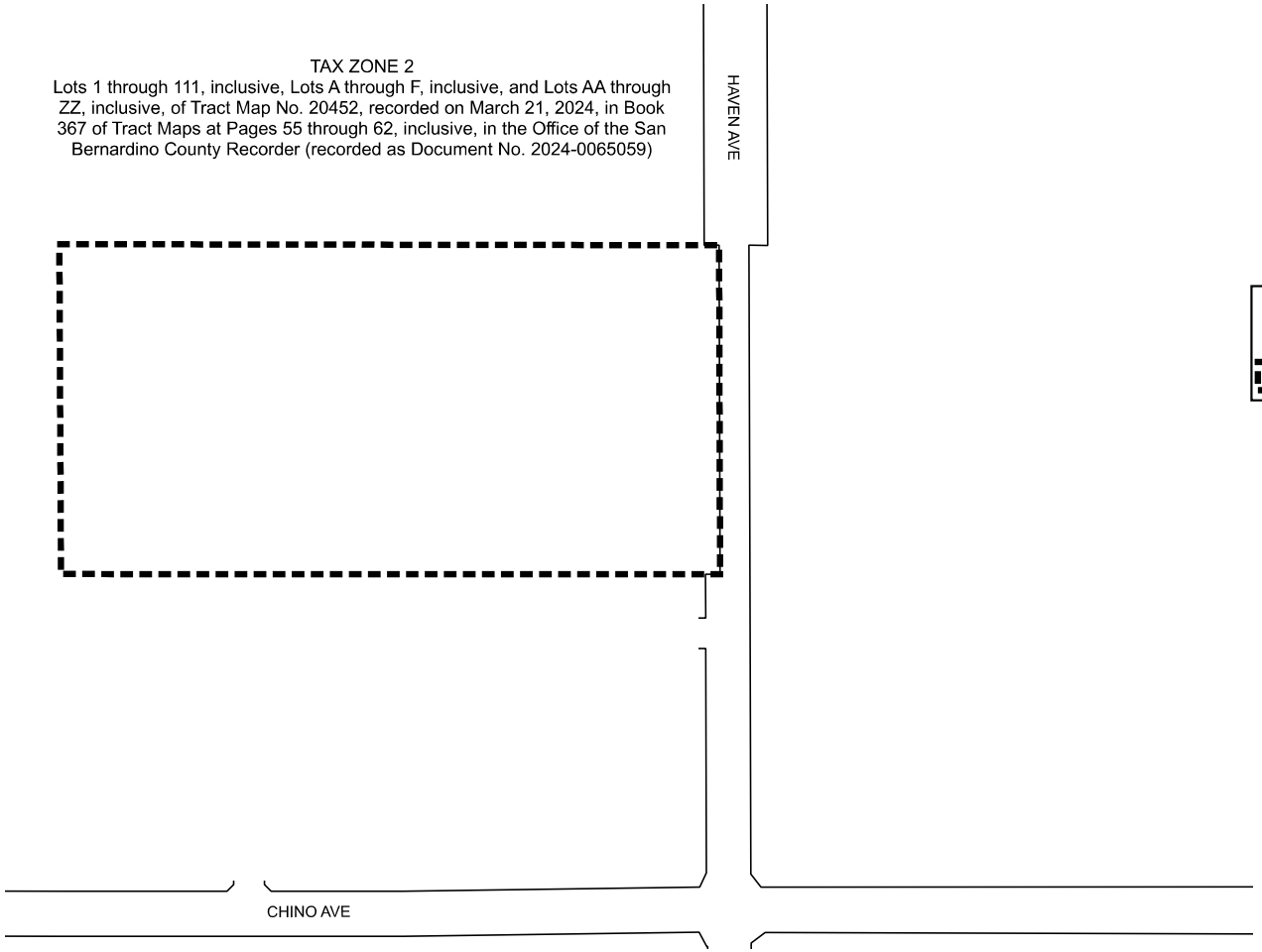
CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

N

TAX ZONE 2

Lots 1 through 111, inclusive, Lots A through F, inclusive, and Lots AA through ZZ, inclusive, of Tract Map No. 20452, recorded on March 21, 2024, in Book 367 of Tract Maps at Pages 55 through 62, inclusive, in the Office of the San Bernardino County Recorder (recorded as Document No. 2024-0065059)



TAX ZONE 2
LEGEND

City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2)

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CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) ("CFD No. 71") and collected each Fiscal Year, commencing in Fiscal Year 2024-25, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 71, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 71: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 71 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 71 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 71 of complying with City, CFD No. 71, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 71 related to the analysis and reduction, if any, of the Special Tax A on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 71 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 71; and amounts estimated or advanced by the City or CFD No. 71 for any other administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 71 under the Act and payable from Special Tax A.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 71 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax A Requirement and Special Tax B Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 71" means City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 71.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax A.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 144 Buildable Lots of Single Family Property in Tax Zone 1 and 191 Buildable Lots of Single Family Property in Tax Zone 2, or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 71.

"Final Mapped Property" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gated Community Attached Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units (including attached condominiums, townhouses, duplexes, triplexes, and apartments) within a gated community that, within such community, is primarily served by private interior streets.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Tables 1, 2, and 3 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 71 that is subject to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and

Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax A" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax A determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Maximum Special Tax B" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax B determined in accordance with Section C.2 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Multiple Family Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units, including attached condominiums, townhomes, duplexes, triplexes, and apartments, but excluding Gated Community Attached Dwelling Units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means, with respect to Special Tax A, all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 71 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 71 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 71, (ii) the City, (iii) any owner of real property in CFD No. 71, or (iv) any real property in CFD No. 71, and (e) is not connected with CFD No. 71 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 71 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 71 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D.1 below, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D.1 below, Proportionately means that the amount of the increase above the Assigned Special Tax A, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax A limits the increase on any Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) with respect to Special Tax B, that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property; (c) for Final Mapped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Final Mapped Property; (d) for Undeveloped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Undeveloped Property; (e) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (f) for Taxable Public Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 71 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement; provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"Residential Floor Area" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 71. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 71.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures within a condominium project as defined in Civil Code Section 4125.

"Single Family Detached Dwelling Unit" means a Unit of Single Family Detached Property.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Taxes" means, collectively, Special Tax A and Special Tax B.

"Special Tax A" means the special tax authorized by the qualified electors of CFD No. 71 to be levied within the boundaries of CFD No. 71 to pay for Facilities and Services.

"Special Tax A Requirement" means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 71 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay a pro rata share of Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax A levy on Final Mapped Property or Undeveloped Property; and (vi) provide an amount equal to Special Tax A delinquencies based on the historical delinquency rate for Special Tax A as determined by the CFD Administrator.

"Special Tax B" means the special tax authorized by the qualified electors of CFD No. 71 to be levied within the boundaries of CFD No. 71 to pay for Services.

"Special Tax B Requirement" means for any Fiscal Year that amount required, after taking into account available amounts in any funds and accounts established to pay for Services, to pay the cost of Services, a pro rata share of Administrative Expenses, and an

amount equal to Special Tax B delinquencies based on the historical delinquency rate for Special Tax B as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 71, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 71 that are not exempt from the Special Taxes pursuant to law or Section E below.

"Taxable Property Owner Association Property" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Taxes may be levied pursuant to this Rate and Method of Apportionment. Attachment 1 identifies the two Tax Zones in CFD No. 71.

"Tax Zone 1" means the geographic area designated in Attachment 1 of this Rate and Method of Apportionment as Tax Zone 1, is consistent with the boundaries of TTM 20530, and was commonly referred to as the Neuhouse II project at the time of formation of CFD No. 71.

"Tax Zone 2" means the geographic area designated in Attachment 1 of this Rate and Method of Apportionment as Tax Zone 2, is consistent with the boundary of TTM 20452, and was commonly referred to as the DUSA project at the time of formation of CFD No. 71.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which the Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax A for such Land Use Class for such Fiscal Year, plus (b) the Special Tax B for such Land Use Class for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes, and assessments (which do not include Contractual

Impositions) collected by the County on *ad valorem* tax bills, plus (d) property owner association assessments (but excluding the refuse collection portion of such assessments), and that the CFD Administrator estimates would be levied or imposed on such Unit in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes, and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"TTM 20452" means Tentative Tract Map No. 20452, the area of which is located within CFD No. 71.

"TTM 20530" means Tentative Tract Map No. 20530, the area of which is located within CFD No. 71.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2024-25, all Taxable Property within CFD No. 71 shall be organized into Tax Zone 1 or Tax Zone 2, and then classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

Assessor's Parcels of Developed Property shall be further classified as: Single Family Property (and further classified as Single Family Attached Property or Single Family Detached Property, as needed) or Other Residential Property (for Special Tax A); Single Family Detached Dwelling Unit, Multiple Family Dwelling Unit, or Gated Community Attached Dwelling Unit (for Special Tax B); or Non-Residential Property. For Special Tax A, Assessor's Parcels of Single Family Property in Tax Zone 1 shall be assigned to Land Use Classes 1 through 7, and Single Family Property in Tax Zone 2 shall be assigned to Land Use Classes 10 through 18, as listed in Tables 1 and 2 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Also for Special Tax A, Other Residential Property and Non-Residential Property shall be assigned to Land Use Classes 8 and 9, respectively, in Tax Zone 1, and to Land Use Classes 19 and 20 in Tax Zone 2.

C. MAXIMUM SPECIAL TAX

1. Special Tax A

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax A on Developed Property (set forth in Tables 1 and 2 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 71 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class.

If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden, excluding property owner association assessments, applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 71 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax A shall be reduced to the extent necessary to cause the Total Tax Burden, excluding property owner association assessments, that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax A reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax A, the Backup Special Tax A shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax A revenues within the Tentative Tract Map area(s) where the Assigned Special Tax A reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax A and Backup Special Tax A required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 71. Upon receipt thereof, if in satisfactory form, CFD No. 71 shall execute such Certificate of Modification. The reduced Assigned Special Tax A and Backup Special Tax A specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 71.

The Special Tax A reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 71 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 71. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax A*

The Maximum Special Tax A that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A. The Maximum Special Tax A shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax A*

The Assigned Special Tax A that may be levied in any Fiscal Year for each Land Use Class is shown below in Tables 1 and 2.

TABLE 1
TAX ZONE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Property	< 901	$3,037 per Unit
2	Single Family Property	901 – 1,050	$3,063 per Unit
3	Single Family Property	1,051 – 1,200	$3,628 per Unit
4	Single Family Property	1,201 – 1,350	$3,798 per Unit
5	Single Family Property	1,351 – 1,500	$3,879 per Unit
6	Single Family Property	1,501 – 1,650	$4,083 per Unit
7	Single Family Property	> 1,650	$4,229 per Unit
8	Other Residential Property		$96,400 per Acre
9	Non-Residential Property		$96,400 per Acre

TABLE 2
TAX ZONE 2
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
10	Single Family Property	< 1,101	$3,686 per Unit
11	Single Family Property	1,101 – 1,300	$3,888 per Unit
12	Single Family Property	1,301 – 1,500	$4,058 per Unit
13	Single Family Property	1,501 – 1,700	$4,163 per Unit
14	Single Family Property	1,701 – 1,900	$4,229 per Unit
15	Single Family Property	1,901 – 2,100	$4,956 per Unit
16	Single Family Property	2,101 – 2,300	$5,080 per Unit
17	Single Family Property	2,301 – 2,500	$5,376 per Unit
18	Single Family Property	> 2,500	$5,676 per Unit
19	Other Residential Property		$86,658 per Acre
20	Non-Residential Property		$86,658 per Acre

3) Backup Special Tax A

The Backup Special Tax A shall be $3,693 per Unit for Single Family Property in Tax Zone 1 and $4,598 in Tax Zone 2. However, if the Expected Residential Lot Count of Single Family Property does not equal 144 in Tax Zone 1 and 191 in Tax Zone 2, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Property in each Tax Zone shall be calculated according to the following formulas:

Tax Zone 1 = $531,840 ÷ Expected Residential Lot Count in Tax Zone 1 for Single Family Property

Tax Zone 2 = $878,188 ÷ Expected Residential Lot Count in Tax Zone 2 for Single Family Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 71 to become Final Mapped Property – such as the area within TTM 20452, TTM 20530, or any other Tentative Tract Map – changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax A for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Tax A that could have been collected from Designated Buildable Lots of Single Family Property within the applicable Tax Zone, prior to the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Property that exists in the applicable Tax Zone after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax A per Unit for Single Family Property in the applicable Tax Zone.

The Backup Special Tax A for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax A for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $96,400 per Acre in Tax Zone 1 and $86,658 per Acre in Tax Zone 2, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Special Tax B

The Maximum Special Tax B for each Assessor's Parcel classified as Developed Property shall be determined by reference to Table 3 below.

TABLE 3
MAXIMUM SPECIAL TAX B – DEVELOPED PROPERTY

Land Use Class	Maximum Special Tax B Fiscal Year 2024-25
Residential Property	
Single Family Detached Dwelling Unit	$1,501.46 per Unit
Multiple Family Dwelling Unit	$1,301.51 per Unit
Gated Community Attached Dwelling Unit	$1,091.38 per Unit
Non-Residential Property	$0.273800 per Sq. Ft.

On January 1 of each Fiscal Year, commencing January 1, 2025, the Maximum Special Tax B to be applied in the next Fiscal Year shall be subject to an automatic increase at a rate equal to 4.0% of the amount in effect for the prior Fiscal Year.

3. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax A levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel. The Maximum Special Tax B levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax B for all Units of Residential Property and all Square Footage of Non-Residential Property (based on the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

4. Developed Property Special Tax Obligation

Once an Assessor's Parcel has been taxed in any Fiscal Year as Developed Property, the Assessor's Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original building permit, and regardless of revisions to or destruction of the structure that was, or was expected to be, constructed pursuant to the original building permit.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax A Requirement for such Fiscal Year. The Special Tax A shall then be levied as follows:

First: If needed to satisfy the Special Tax A Requirement, Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax A Requirement after the first step has been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax A for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the levy of Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased Proportionately from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax A for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax A Requirement after the first five steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax A for Taxable Public Property.

Notwithstanding the above, under no circumstances shall Special Tax A levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 71 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

2. Special Tax B

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax B Requirement. The Special Tax B shall then be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax B for such Assessor's Parcel, until the Special Tax B Requirement is satisfied. However, the Special Tax B levied in any Fiscal Year shall not increase by more than 4.0% of the amount of the Special Tax B levied in the prior Fiscal Year.

E. EXEMPTIONS

In Tax Zone 1, no Special Tax shall be levied on up to 3.06 Acres of Property Owner Association Property. In Tax Zone 2, no Special Tax shall be levied on up to 4.25 Acres of Public Property and up to 4.22 Acres of Property Owner Association Property. Tax-exempt status in each Tax Zone will be assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax A under this section shall be subject to the levy of Special Tax A and shall be taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax A for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax A shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax A obligation pursuant to the formula set forth in Section H.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 71 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX A

The following definitions apply to this Section H:

"CFD Public Facilities" means $17,673,000 for each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 71.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2024, through June 30, 2058.

"Prepayment Period 2" means July 1, 2058, through June 30, 2091.

"Prepayment Period 3" means July 1, 2091, through June 30, 2125.

Only Special Tax A may be prepaid; Special Tax B shall continue to be levied on an annual basis on all Developed Property in CFD No. 71.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2023, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax A and Backup Special Tax A for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax A which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax A computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax A for CFD No. 71 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 71, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax A computed pursuant to Paragraph 2 by the estimated total Backup Special Tax A at buildout of CFD No. 71, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 71, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 71.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that Special Tax A has been prepaid and that the obligation of such Assessor's Parcel to pay Special Tax A shall cease.

With respect to Special Tax A for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay Special Tax A shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that Special Tax A has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay Special Tax A will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax A prepayment shall be allowed unless the amount of Maximum Special Tax A that may be levied on Taxable Property within CFD No. 71 (after excluding 4.25 Acres of Public Property and 7.28 acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax A on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2023, may be partially prepaid. The amount of

the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for Special Tax A calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying Special Tax A

The Special Tax A partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay Special Tax A and the percentage by which Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 71 that there has been a partial prepayment of Special Tax A and that a portion of Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

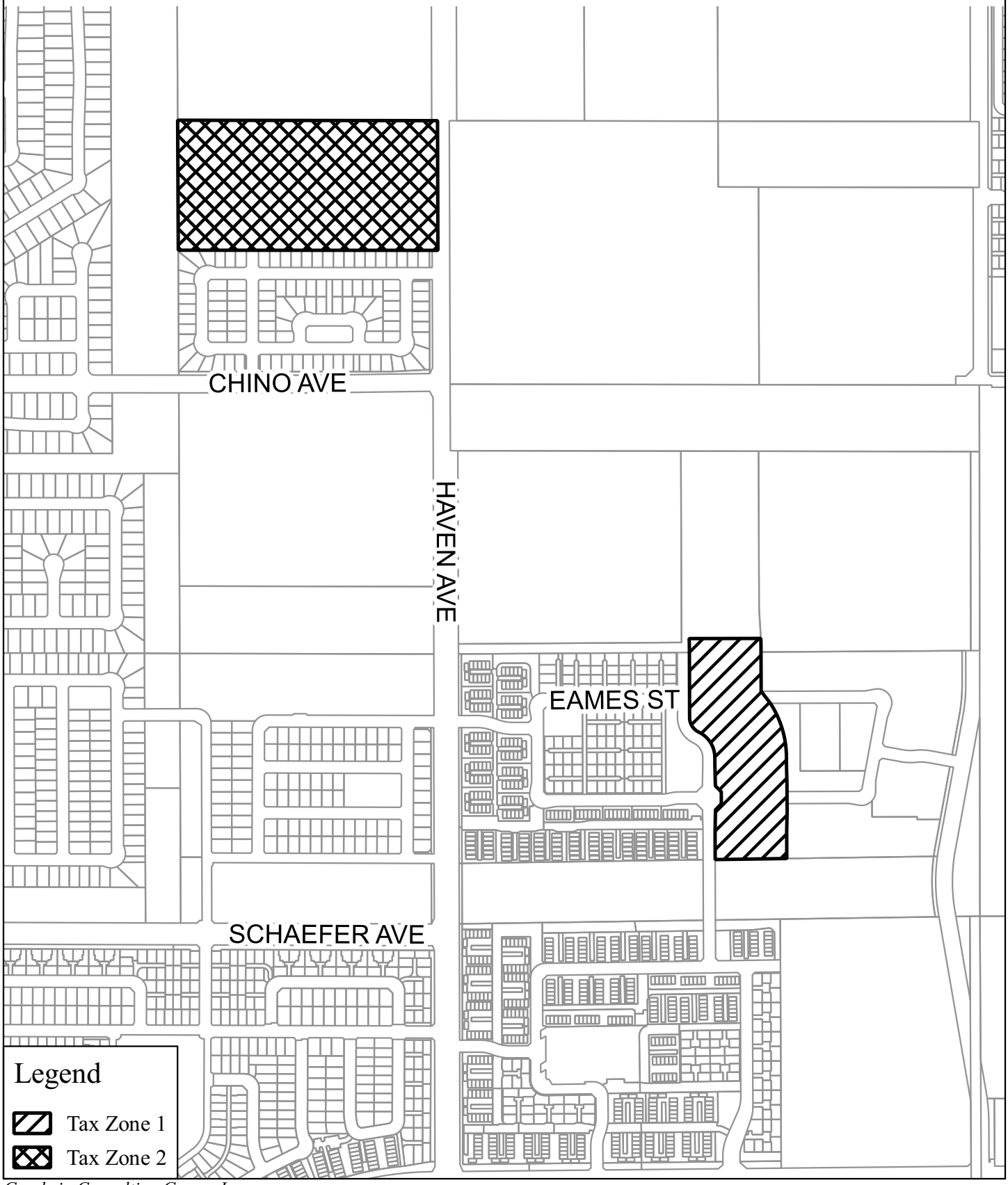
For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of Special Tax A shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax A shall be levied or collected is Fiscal Year 2124-2125, except that Special Tax A that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years. Special Tax B shall continue to be levied indefinitely on an annual basis on all Developed Property in CFD No. 71.

Attachment 1
City of Ontario
CFD No. 71 (Neuhouse Phase 2)

Identification of Tax Zones



Goodwin Consulting Group, Inc.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 1 OF 3)

CITY OF ONTARIO AND CFD NO. 71 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) ("CFD No. 71"), the Assigned Special Tax A and the Backup Special Tax A for Developed Property within CFD No. 71 has been modified.

    a. The information in Tables 1 and 2 relating to Assigned Special Tax A for Developed Property within CFD No. 71, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
TAX ZONE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Property	< 901	$[ ] per Unit
2	Single Family Property	901 – 1,050	$[ ] per Unit
3	Single Family Property	1,051 – 1,200	$[ ] per Unit
4	Single Family Property	1,201 – 1,350	$[ ] per Unit
5	Single Family Property	1,351 – 1,500	$[ ] per Unit
6	Single Family Property	1,501 – 1,650	$[ ] per Unit
7	Single Family Property	> 1,650	$[ ] per Unit
8	Other Residential Property		$[ ] per Acre
9	Non-Residential Property		$[ ] per Acre

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 2 OF 3)

TABLE 2
TAX ZONE 2
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
10	Single Family Property	< 1,101	$[ ] per Unit
11	Single Family Property	1,101 – 1,300	$[ ] per Unit
12	Single Family Property	1,301 – 1,500	$[ ] per Unit
13	Single Family Property	1,501 – 1,700	$[ ] per Unit
14	Single Family Property	1,701 – 1,900	$[ ] per Unit
15	Single Family Property	1,901 – 2,100	$[ ] per Unit
16	Single Family Property	2,101 – 2,300	$[ ] per Unit
17	Single Family Property	2,301 – 2,500	$[ ] per Unit
18	Single Family Property	> 2,500	$[ ] per Unit
19	Other Residential Property		$[ ] per Acre
20	Non-Residential Property		$[ ] per Acre

b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax A shall be $[___] per Unit for Single Family Property in Tax Zone 1 and $[___] in Tax Zone 2. However, if the Expected Residential Lot Count of Single Family Property does not equal 144 in Tax Zone 1 and 191 in Tax Zone 2, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Property in each Tax Zone shall be calculated according to the following formulas:

Tax Zone 1 = $[_____] ÷ Expected Residential Lot Count in Tax Zone 1 for Single Family Property

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 3 OF 3)

Tax Zone 2 = $[_____] ÷ Expected Residential Lot Count in Tax Zone 2 for Single Family Property

2. The Special Tax A for Developed Property may only be modified prior to the first issuance of CFD No. 71 Bonds.

3. Upon execution of this certificate by CFD No. 71, CFD No. 71 shall cause an amended notice of Special Tax lien for CFD No. 71 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax A and Backup Special Tax A for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 71
(NEUHOUSE PHASE 2)

By:_____ Date:_____

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2) TO INCUR BONDED INDEBTEDNESS

WHEREAS, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), has this date adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness;

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

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

Section 2. The City Council declares it necessary for the Community Facilities District to incur bonded indebtedness.

Section 3. The proposed debt will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

Section 4. The maximum amount of the proposed debt is $65,000,000.

Section 5. The City Council hereby fixes Tuesday, July 2, 2024, at 6:30 p.m., or as soon thereafter as the City Council may reach the matter, at 303 East B Street, Ontario, California, as the time and place when and where the City Council will conduct a public hearing on the proposed debt authorization; provided, that, in the event the July 2, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearing and offer public comment shall be prescribed in the notice and agenda for such City Council meeting.

Section 6. The City Clerk of the City is hereby directed to publish, or cause to be published, a notice of said public hearing one time in a newspaper of general

circulation published in the area of the proposed Community Facilities District. Publication of said notice shall be completed at least seven days prior to the date herein fixed for said public hearing. Said notice shall contain all of the information prescribed by Section 53346 of the Act.

Section 7. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 8. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 9. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Henry D Pham Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: A RESOLUTION ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR RAILROAD PURPOSES

RECOMMENDATION: That the City Council adopt a Resolution ordering the summary vacation of an easement for railroad purposes located east of Cucamonga Avenue and north of Francis Street.

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

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. The City did not pay to acquire the subject easement. The Developer has paid the applicable processing fees to defray any City cost to process this request.

BACKGROUND & ANALYSIS: The applicant, Rexford Industrial-1555 Cucamonga LLC, has requested that the City vacate an existing easement for railroad purposes, as shown on Exhibit 1, to facilitate the development of the area. The easement is not needed for any present or future public railroad purposes. There currently are no existing public improvements within the easement and the easement is determined to be excess. Further, the railroad easement does not exist to the north or south and is necessary for railroad circulation in the area.

Section 8333(c) of the California Streets and Highways Code authorizes the City to summarily vacate (by Resolution with no public hearing) a public service easement that has been superseded by relocation or determined to be excess, and there are no public facilities located within the easement.

This summary vacation meets the California Government Code, Streets and Highways Code, and Ontario Municipal Code, and has been reviewed and approved by the City Engineer.

EXHIBIT 1



LEGEND

VACATION AREA

UNDERLYING LOT LINE

CENTER LINE

SITE ADDRESS:
1555 SOUTH CUCAMONGA AVENUE

SCALE: 1"=100'

N

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

L:\2021\21-169 Rexford Ontario\Ex\Vacation Area\21-169exh101 - Railroad Vacation Area.dwg; Jan 02, 2024 - 4:19pm

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ORDERING THE SUMMARY VACATION OF AN EASEMENT FOR RAILROAD PURPOSES LOCATED EAST OF CUCAMONGA AVENUE AND NORTH OF FRANCIS STREET.

WHEREAS, the City Council of the City of Ontario, California, pursuant to Division 9, Part 3, Chapter 4, of the Streets and Highways Code, may summarily vacate an easement under certain conditions specified therein; and

WHEREAS, an easement for railroad purposes located approximately 645 feet east of Cucamonga Avenue and approximately 1330 feet north of East Francis Street, as described in the documents recorded on February 15th, 1973 on book 8121, page 578 across the real property in the City of Ontario, County of San Bernardino, State of California, is not needed for any present or future railroad purpose purposes and is determined to be excess; and

WHEREAS, Section 8333(c) of the California Streets and Highways Code authorizes the City to summarily vacate (by Resolution with no public hearing) a public service easement that has been superseded by relocation or determined to be excess and there are no other public utilities located within the easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ontario, California:

1. That the above recitals are true and correct.

2. That title to the above-described said properties, more specifically described in Exhibit “A” and depicted on Exhibit “B” attached hereto, shall be vacated.

3. That the City Clerk of the City of Ontario, California, shall cause a copy of this Resolution to be recorded in the office of the County Recorder of San Bernardino County, California.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT "A"

VACATION NO. V-317
LEGAL DESCRIPTION

IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THE EAST 15.00 FEET OF THAT PORTION OF LOT 4, BLOCK "I" OF MAP OF BLACKBURN'S ADDITION TO ONTARIO, AS PER MAP RECORDED IN BOOK 12, PAGE 55 OF MAPS, RECORDS OF SAID COUNTY.

CONTAINING AN AREA OF 9,900 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

JAKE W. LAPPERT
LS 9303

12/21/2023
DATE

LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

SURVEYOR:
DRC ENGINEERING, INC.
160 SOUTH OLD SPRINGS ROAD
SUITE 210
ANAHEIM, CA 92808

SITE ADDRESS:
1555 SOUTH CUCAMONGA AVENUE

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF ONTARIO, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

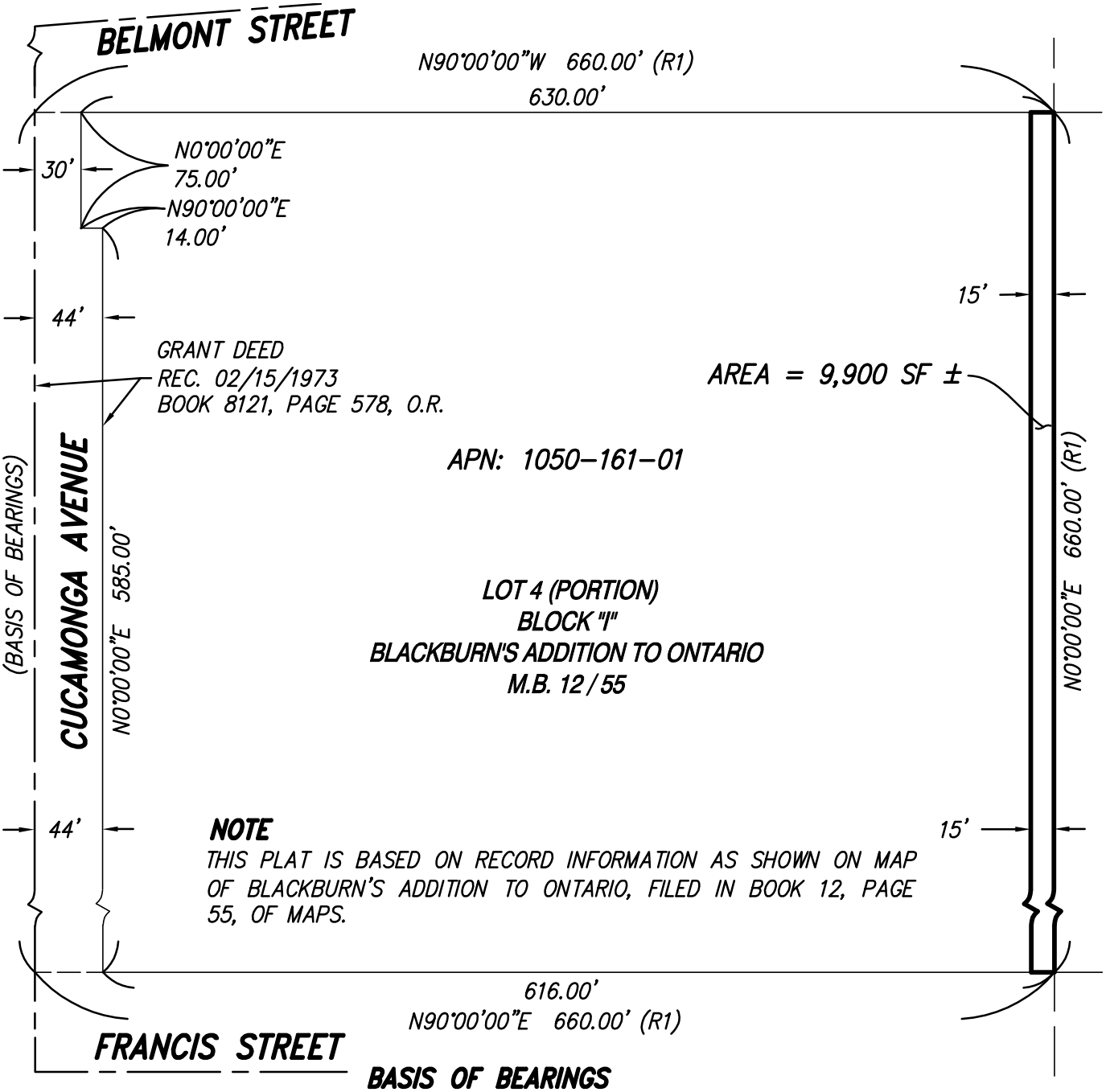
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

L:\2021\21-169 Rexford Ontario\Ex\Railroad Quitclaim\21-169exh101 - Railroad Vacation.dwg; Dec 21, 2023 - 10:46am

EXHIBIT "B"

VACATION NO. V–317

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



NOTE

THIS PLAT IS BASED ON RECORD INFORMATION AS SHOWN ON MAP OF BLACKBURN'S ADDITION TO ONTARIO, FILED IN BOOK 12, PAGE 55, OF MAPS.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF CUCAMONGA AVENUE AS SHOWN ON MAP OF BLACKBURN'S ADDITION TO ONTARIO, FILED IN BOOK 12, PAGE 55, OF MAPS, BEING NORTH 0°00'00" EAST.

RERERENCE:

R1 – MAP OF BLACKBURN'S ADDITION TO ONTARIO M.B. 12 / 55

LEGEND

VACATION AREA

UNDERLYING LOT LINE

CENTER LINE

SITE ADDRESS:

1555 SOUTH CUCAMONGA AVENUE

N

SCALE: 1"=100'

SHEET 1 OF 2

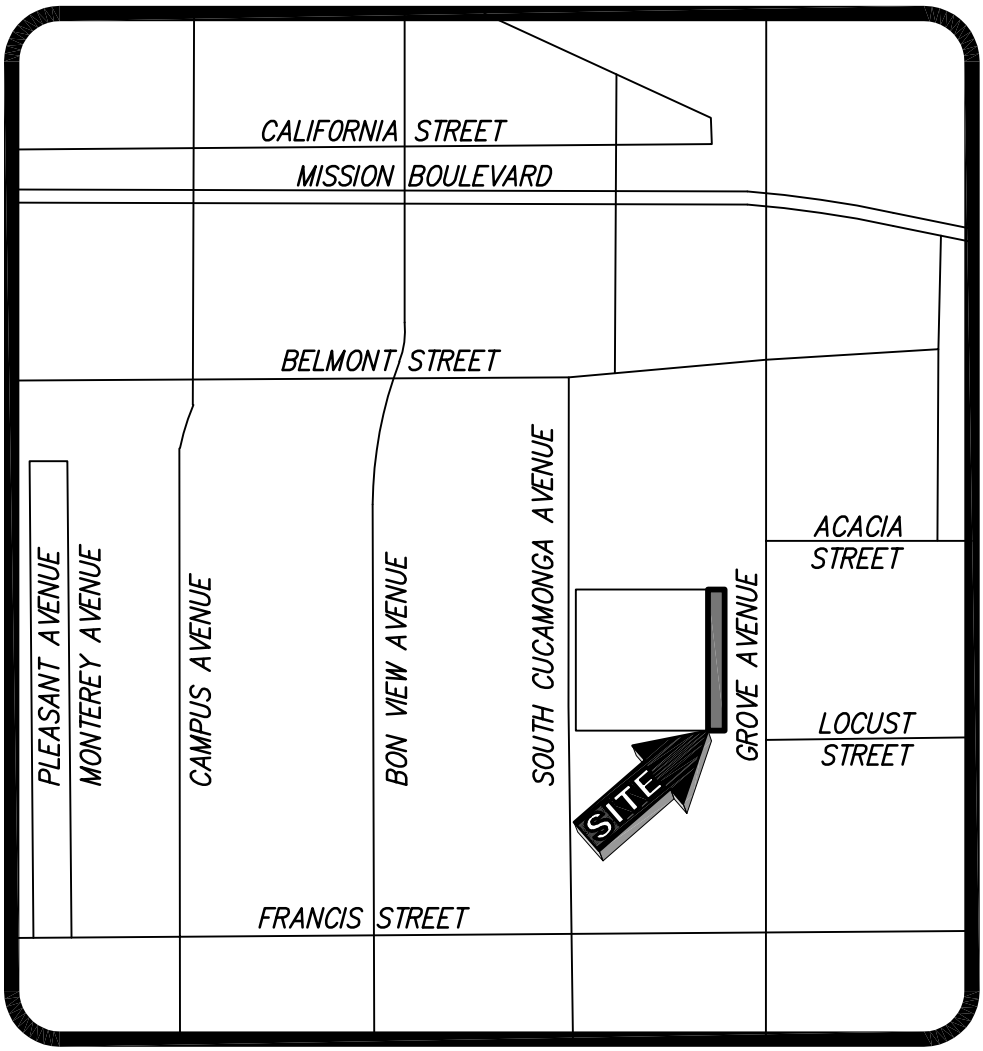
EXHIBIT "B"
PLAT
CITY OF ONTARIO, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

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EXHIBIT "B"

VACATION NO. V-317
VICINITY MAP





SITE ADDRESS:
1555 SOUTH CUCAMONGA AVENUE

NOT TO SCALE
SHEET 2 OF 2

EXHIBIT "B"
PLAT
CITY OF ONTARIO, CALIFORNIA

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
(714) 685-6860

L:\2021\21-169 Rexford Ontario\Ex\Railroad Quitclaim\21-169exh101 - Railroad Vacation.dwg; Dec 21, 2023 - 10:48am

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Henry D Pham Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20599 LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF DUESENBERG DRIVE AND CONCOURS STREET**

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security and Final Tract Map No. 20599 located at the northwest and northeast corners of Duesenberg Drive and Concours 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
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

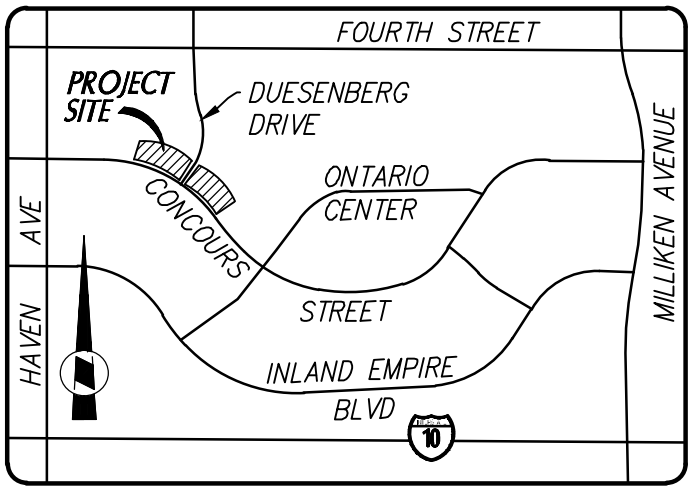
BACKGROUND & ANALYSIS: Final Tract Map No. 20599, consisting of two numbered lots on approximately 3.5 acres of land, as shown on Exhibit A, has been submitted by the Developer, Shea Homes Limited Partnership. Tentative Tract Map No. 20599 was approved by the Planning Commission on June 27, 2023.

Improvements will include streets, storm drain, domestic water, recycled water, sewer, fiber optic conduits, streetlights, signing and striping, and parkway landscaping with irrigation. All landscape improvements will be consistent with current City approved drought measures.

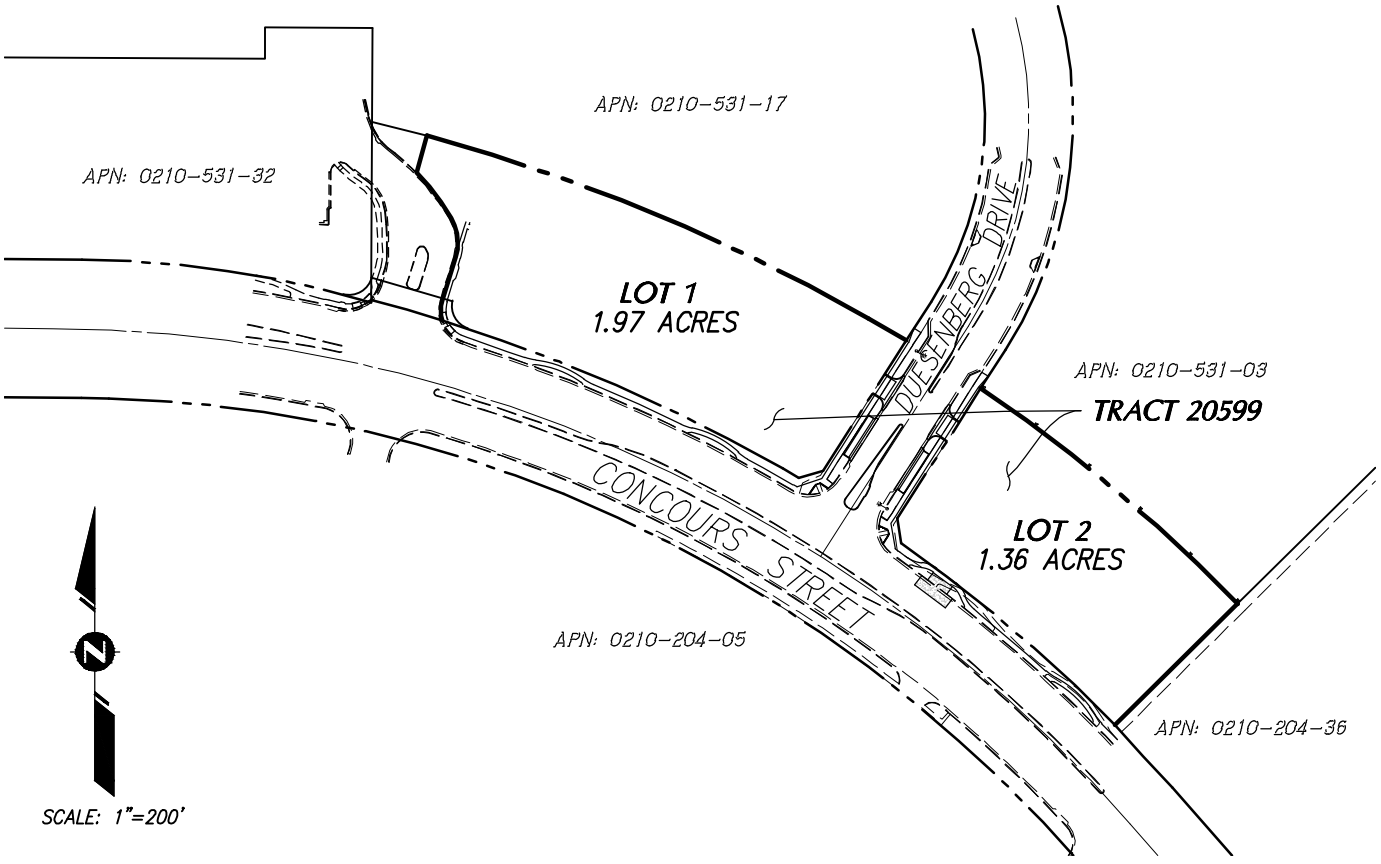
The Developer has entered into an Improvement Agreement with the City for Final Tract Map No. 20599 and has posted adequate security to ensure construction of the required improvements.

This project meets all conditions of the Ontario Municipal Code and has been reviewed and approved by the City Engineer.

EXHIBIT A
TM - 20599



VICINITY MAP
NOT TO SCALE



PREPARED BY:

K&A Engineering, Inc.
ENGINEERING
LAND PLANNING
SURVEYING

357 N. SHERIDAN STREET
SUITE 117
CORONA, CALIFORNIA 92880
TEL. (951) 279-1800
FAX (951) 279-4380

APPLICANT/OWNER:

SHEA HOMES LIMITED PARTNERSHIP
2 ADA,
SUITE 200
IRVINE, CA 92618
PHONE: (949) 526-8802

CITY OF ONTARIO
ENGINEERING DEPARTMENT

FILE NO. TM-20599

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20599 LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF DUESENBERG DRIVE AND CONCOURS STREET.

WHEREAS, Tentative Tract Map No. 20599 submitted for approval by Shea Homes Limited Partnership, was approved by the Planning Commission of the City of Ontario on June 27, 2023; and

WHEREAS, Tentative Tract Map No. 20599 consists of 2 numbered lots on 3.5 acres of land, in the City of Ontario, County of San Bernardino, State of California, being a subdivision of all of parcel “B” of Lot Line Adjustment No. LLA 22-025; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Tract Map No. 20599, Shea Homes Limited Partnership, has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney’s approved format, for approval and execution by the City; and

WHEREAS, the requirement for the preparation of Covenants, Conditions and Restriction (CC&R’s), approved by the City Attorney’s Office, to ensure the right to mutual ingress and egress and continued maintenance of common facilities by the commonly affected property owners has been deferred to a date that coincides with the recordation of the subject Tract Map; and

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

1. That said Improvement Agreement be, and the same is, approved and the City Manager is authorized to execute same on behalf of said City, and the City Clerk is authorized to attest thereto; and

2. That said Improvement Security is accepted as good and sufficient, subject to approval as to form and content thereof by the City Attorney.

3. That Final Tract Map No. 20599 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May 2024.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20599

between

THE CITY OF ONTARIO

a California municipal corporation

and

SHEA HOMES LIMITED PARTNERSHIP

a California limited partnership

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 20599

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the City of Ontario, a California municipal corporation ("City") and Shea Homes Limited partnership, a California limited partnership, with its principal office located at 2 Ada, Suite 200, Irvine, CA 92618 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Ontario Planning Commission on June 27th, 2023. The tentative tract map is identified in City records as Parcel/Tract Map No. 20599 ("Map").

B. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to the City's Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

D. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of San Bernardino; (c) the approving body per the Ontario Development Code approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of San Bernardino. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, , landscaping, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other

requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or

refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.1 Landscaping and Existing Irrigation Systems. Developer shall plant and maintain parkway trees and landscaping as provided in Section 10-2.07 of the City Municipal Code, and as directed by the Public Facilities Department. The Developer shall also be responsible for the replacement, relocation or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within

twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Encroachment Permit. Developer shall obtain any necessary encroachment permits from the office of the City Engineer prior to start of any work within the public rights-of-way, and the Developer shall conduct such work in full compliance with the regulations and other requirements contained therein. The Developer shall be responsible for the removal of all loose rock and other debris from the public rights-of-way resulting from work done on adjacent property or within said rights-of-way. Work done within existing public rights-of-way shall be diligently pursued to completion with minimal obstruction or inconvenience to the public and pursuant to

the terms of the encroachment permit and any applicable federal, state or local laws, rules or regulations. The City shall have the right to complete any and all work in the event of unjustified delay in completion, and to recover all costs and expenses incurred from the Developer or its surety by any lawful means. Non-compliance with the terms of the encroachment permit or any applicable federal, state or local laws, rules or regulations may result in the City's cessation of the work and assessment of any applicable penalties or other remedies. Prior to, and as a condition precedent to, the issuance of any required encroachment permit(s), Developer shall provide to the City evidence satisfactory to the City of: (1) the certificate(s), endorsement(s), or policy(ies) of insurance as required by this Agreement; and (2) any and all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work.

7.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

8.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

9.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of San Bernardino, a notice of completion for the accepted Public Improvements in

accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Default; Notice; Remedies.

11.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

11.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

11.3 Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, the City and/or City Engineer may issue a Notice of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Developer to be in default or violation of this Agreement and make written demand upon

Developer or its surety, or both, to immediately remedy the default or violation. Developer shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

11.4 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.5 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security.

13.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public

landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

13.1.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **Six Hundred Twenty-Four Thousand Seven Hundred Seventy-Four Dollars and 45/100 Dollars ($624,774.45)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B"). The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

13.1.2 Labor & Material Bond. To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **Six Hundred Twenty-Four Thousand Seven Hundred Seventy-Four Dollars and 45/100 Dollars ($624,774.45)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs (Bonds attached in Exhibit "C" and Engineering Cost Estimate attached in Exhibit "B").. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.3 Monument Security. To guarantee payment by the Developer to the engineer or surveyor whose certificate appears on the final map for the setting of all subdivision boundaries, lot corners and street centerline monuments, as well as the furnishing of all centerline tie notes to the City, prior to the City's execution of this Agreement, Developer shall deposit cash with the City in the amount of **One Thousand Three Hundred and 0/100** Dollars **($1300.00)**. Said cash deposit may be released after receipt by the City of the centerline tie notes and written acknowledgment of payment in full from the engineer or surveyor.

13.1.4 Warranty Bond. To provide in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year

following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

13.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

15.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

16.0 Insurance.

16.1 Time for Compliance. Developer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Developer shall not allow any contractor to commence work on any contract until it has provided evidence satisfactory to the City that the contractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

16.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Developer, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Developer agrees to amend, supplement or endorse the policies to do so.

16.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

16.2.2 Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

16.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

16.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Developer shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

16.3.1 Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Developer; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Developer shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until

a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

16.3.2 Automobile Liability: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

16.3.3 Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

16.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

16.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Developer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Developer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its contractors.

16.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

16.7 Evidence of Insurance. The Developer, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Developer shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

16.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

16.9 Enforcement of Agreement Provisions (non estoppel). Developer acknowledges and agrees that actual or alleged failure on the part of the City to inform Developer of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

16.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

16.11 Additional Insurance Provisions

16.11.1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Developer, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Developer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

16.11.2 If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

16.11.3 The City may require the Developer to provide complete copies of all insurance policies in effect for the duration of the Project.

16.11.4 Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

16.11.5 The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Developer from liability in excess of such coverage, nor shall it limit the Developer's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

16.11.6 Developer shall report to the City, in addition to Developer's insurer, any and all insurance claims submitted by Developer in connection with this Agreement.

17.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed,

or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

18.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

19.0 General Provisions.

19.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:
City of Ontario
Engineering Department
303 East "B" Street
Ontario, CA 91764
Attn: City Engineer

DEVELOPER:
Shea Homes Limited Partnership
2 Ada, Suite 200
Irvine, CA 92618
Attn: Danielle Prigmore

19.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Developer without the prior written consent of the City.

19.8 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

19.9 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

19.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

19.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

19.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.14 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

19.15 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

19.15.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

19.15.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

19.16 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

19.17 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

CITY OF ONTARIO

By: _____
Scott Ochoa, City Manager

SHEA HOMES LIMITED PARTNERSHIP

By: _____
Signature

Danielle Prigmore
Print Name

Authorized Agent
Title

ATTEST:

By: _____
Sheila Mautz, City Clerk

By: _____
Signature

Brooke Doi
Print Name

Authorized Agent
Title

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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 ORANGE)

On _4/22/24_ before me, __Jacqueline Y. Barker__, Notary Public, personally appeared _Danielle Prigmore & Brooke Doi____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (seal)

JACQUELINE Y. BARKER
Notary Public - California
Orange County
Commission # 2418607
My Comm. Expires Sep 27, 2026

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature:_____ (seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 20599

BEING A SUBDIVISION OF ALL OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. LLA 22-025, RECORDED JUNE 20, 2023 AS DOCUMENT NO. 2023-0150256, DEED RECORDED JULY 25, 2023 AS DOCUMENT NO. 2023-0181298, BOTH OF OFFICIAL RECORDS, TOGETHER WITH PARCEL 11 OF PARCEL MAP NO. 17550, RECORDED IN PARCEL MAP BOOK 216, PAGES 7 THROUGH 20, INCLUSIVE, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LOCATED IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 7 WEST, S.B.M.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 20599

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

[ENGINEERING COST ESTIMATE ATTACHED BEHIND THIS PAGE]

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

Attached project estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

RCE No. 55534 Exp. Date: 12/31/2024

REGISTERED PROFESSIONAL ENGINEER
AMIR H. FALLAHI
No. 55534
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Note: This cost estimate is for the proposed Public Street and Storm Drain Connections/ Improvements along the Tract 20599 Concours and Duesenberg frontage.

Approved By:
Date: 4/22/21

Approved for bonding purposes.
-Henry Pham

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way
For Encroachment Permit Fee Calculation

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

A.	STREET	Sub-Total	**$117,973.67**
B.	WATER	Sub-Total	
C.	RECYCLED WATER	Sub-Total	**$5,166.70**
D.	SEWER	Sub-Total	
E.	STORM DRAIN	Sub-Total	**$4,227.30**
F.	FIBER OPTIC	Sub-Total	**$32,458.38**
	TOTAL ESTIMATED CONSTRUCTION COST		**$159,826.05**

Construction Inspection Fee **$8,874.52**
(Exc. Landscape & Utility Poles Sections)
(Inc. $164 Inspection Base Fee)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$159,826.05**

$500.00 Min

PERMIT FEE **$116.00**

TRAFFIC CONTROL PERMIT FEE **$103.00**

ENCROACHMENT PERMIT FEE TOTAL **$168,919.57**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Plan Check Fee Calculation

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

A.	STREET (Exc. Utility Poles Section)	Sub-Total	**$117,973.67**
B.	WATER	Sub-Total	
C.	RECYCLED WATER	Sub-Total	**$5,166.70**
D.	SEWER	Sub-Total	
E.	STORM DRAIN	Sub-Total	**$4,227.30**
F.	FIBER OPTIC	Sub-Total	**$32,458.38**
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	**$7,327.32**

TOTAL ESTIMATED CONSTRUCTION COST **$167,153.37**
(A+B+C+D+E+F+G)

Plan Check Fee **$7,772.63**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST **$127,367.67**
(A+B+C+D+E)

Plan Check Fee **$5,922.60**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date 4/1/2024
Project Number TR 20599
Location
Computed By K&A
Contact Phone No. 951-279-1800

A. STREET	Sub-Total	**$157,759.37**
B. WATER	Sub-Total	
C. RECYCLED WATER	Sub-Total	**$5,166.70**
D. SEWER	Sub-Total	
E. STORM DRAIN	Sub-Total	**$4,227.30**
CONTINGENCY FOR UNSIGNED PLANS (10%)		**$16,715.34**
TOTAL SECURITY FOR UNSIGNED PLANS		**$18,386.87**
TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT		**$167,153.37**

SECURITY (BOND) AMOUNTS

Performance Bond (100% of estimated cost)	**$167,153.37**
Labor and Material Bond (100% of estimated cost)	**$167,153.37**
Maintenance Bond* (10% of Performance Bond)	$16,715.34
Monumentation Cash Deposit**	**$1,300.00**

(No. of Monmuments to set: 11)

* To be provided prior to release of Performance Bond

**To be provided if monumentation is not completed by the time of Final (Parcel) Map approval

ENGINEERING DEPARTMENT

Date 4/1/2024
Project Number TR 20599

		Total Length in feet to be constructed
A.	WATER MAIN	
B.	SEWER MAIN	
C.	STORM DRAIN MAIN	
D.	RECYCLED WATER	
E.	FIBER OPTIC	2013

* To be provided to the Fiscal Services Department

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Street Improvements

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
PAVING *A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)				
A.C. UP TO 6" THICKNESS	2200	S.F.	$2.34	$5,148.00
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS	2200	S.F.	$1.52	$3,344.00
A.C. PAVEMENT		Ton	$65.00	
A.C. 10" FULL DEPTH	745	S.F.	$3.90	$2,905.50
A.C. BERM		L.F.	$13.00	
2" GRIND UP TO 5' IN WIDTH	4860	S.F.	$0.40	$1,944.00
SAWCUT	594	L.F.	$3.50	$2,079.00
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE		S.F.	$0.50	
A.C. PAVEMENT REMOVAL	1490	S.F.	$3.50	$5,215.00
SLURRY SEAL (RPM TYPE II)		S.F.	$0.17	
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
CONCRETE				
CURB & GUTTER		L.F.	$15.00	
8" P.C.C. CURB ONLY	405	L.F.	$12.00	$4,860.00
4' WIDE LONGITUDINAL GUTTER	105	S.F.	$7.00	$735.00
SIDEWALK (2420+4205)	6625	S.F.	$4.75	$31,468.75
WHEELCHAIR RAMP		EA.	$2,200.00	
TRAFFIC ISLAND		S.F.	$9.50	
BUS PAD - CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)	725	S.F.	$7.80	$5,655.00
			10% Contingency	$6,335.43
			Street Improvements Sub-Total	$69,689.68

Construction Cost Estimate Form

Street Improvements

DRIVE APPROACHES				
RESIDENTIAL		S.F.	$6.50	
COMMERCIAL	886	S.F.	$8.50	$7,531.00
REMOVAL				
REMOVAL OF CONCRETE	3540	S.F.	$3.50	$12,390.00
REMOVAL OF BERM, A.C. OR P.C.C.	2070	L.F.	$6.50	$13,455.00
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$600.00	
WATER VALVE		EA.	$325.00	
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN		EA.	$1,800.00	
SIGNS				
REFLECTOR SIGN AND POST		EA.	$175.00	
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST	1	EA.	$300.00	$300.00
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,200.00	
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,500.00	
STREET LIGHT SERVICE PEDESTAL		EA.	$4,100.00	
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET	116	L.F.	$4.50	$522.00
SIGNING & STRIPING COLLECTOR STREET		L.F.	$8.75	
SIGNING & STRIPING ARTERIAL STREET		L.F.	$12.75	
PAINTED LEGEND		EA.	$80.00	
THERMOPLASTIC LEGEND	5	EA.	$165.00	$825.00
PAVEMENT MARKER	264	LF	$2.00	$528.00
YELLOW PAINT	37	LF	$1.00	$37.00
REMOVE EXISITNG SIGN	4	EA.	$100.00	$400.00
			10% Contingency	$3,598.80
			Street Improvements Sub-Total	$39,586.80

Construction Cost Estimate Form
Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$88,900.00	
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION		EA.	$525.00	
PARKWAY LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING	1040	S.F.	$6.00	$6,240.00
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$525.00	
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)	94	L.F.	$45.00	$4,230.00
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT	1919	L.F.	$5.70	$10,938.30
FIBER TRENCH	1919	L.F.	$6.50	$12,473.50
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
BORE (AC PAVEMENT)		L.F.	$20.00	
BORE (PARKWAY)		L.F.	$10.00	
MICRO TRENCHING		L.F.	$8.15	
DRY UTILITY TRENCH (AC PAVEMENT)		L.F.	$56.00	
DRY UTILITY TRENCH (PARKWAY)		L.F.	$8.00	
HANDHOLE - HH-2	5	EA.	$225.00	$1,125.00
			10% Contingency	$3,500.68
			Street Improvements Sub-Total	$38,507.48
TRAFFIC CONTROL		L.S.	$4,064.06	$4,064.06
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	$5,911.36	$5,911.36
			(Sub-Total Transferred to Item "A" on Summary Sheet)	$157,759.37

CITY OF ONTARIO

Construction Cost Estimate form
Water Improvements

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX		EA.	$2,200.00	
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$5,400.00	
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)		EA.	$4,600.00	
BLOW-OFF VALVE (INC. CONNECTION)		EA.	$4,500.00	
			10% Contingency	
			Water Improvements Sub-Total	

Construction Cost Estimate form

Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$7,000.00	
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO EXISTING 6" MAIN		EA.	$3,500.00	
CONNECTION TO EXISTING 8" MAIN		EA.	$3,750.00	
CONNECTION TO EXISTING 12" MAIN		EA.	$4,100.00	
CONNECTION TO EXISTING 16" MAIN		EA.	$4,100.00	
INSTALL TEE/CROSS		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		EA.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
14" CML&C STEEL CASING		LF.	$100.00	
10% Contingency				
Water Improvements Sub-Total				
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "B" on Summary Sheet)				

CITY OF ONTARIO

Construction Cost Estimate form

Recycled Water Improvements

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX	2	EA.	$2,200.00	$4,400.00
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$5,400.00	
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE		EA.	$4,600.00	
BLOW-OFF VALVE		EA.	$4,500.00	
10% Contingency				$440.00
Water Improvements Sub-Total				$4,840.00

Construction Cost Estimate form

Recycled Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$7,000.00	
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO 8" MAIN		EA.	$3,750.00	
CONNECTION TO 12" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		L.S.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
			10% Contingency	
			Water Improvements Sub-Total	
TRAFFIC CONTROL		L.S.	133.10	$133.10
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**193.6**	**$193.60**
(Sub-Total Transferred to Item "C" on Summary Sheet)				**$5,166.70**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Sewer Improvements

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$60.00	
12" & LARGER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$63.00	
8" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$70.00	
10" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$75.00	
12" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$80.00	
15" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$90.00	
18" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$95.00	
21" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$105.00	
24" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$115.00	
MANHOLE				
MANHOLE		EA.	$4,050.00	
DROP MANHOLE		EA.	$4,100.00	
VAULT		EA.	$3,500.00	
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$1,750.00	
MONITORING MANHOLE		EA.	$4,100.00	
CLEANOUT		EA.	$1,750.00	
REMOVE/ABANDON EXISTING MANHOLE		EA.	$1,200.00	
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$55.00	
GREATER THAN 12" DIAMETER		L.F.	$70.00	
			10% Contingency	
			Sewer Improvements Sub-Total	

Construction Cost Estimate Form
Sewer Improvements

LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET		L.S.	$2,925.00	
6" & SMALLER VCP SEWER LATERAL / EASEMENT		L.F.	$42.00	
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$70.00	
SEWER CHIMNEY		EA.	$1,170.00	
SEWER SADDLE		EA.	$1,170.00	
WYE 4" x 8" TYPICAL		EA.	$115.00	
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$1,750.00	
OTHER				
CONSTRUCT 60" MANHOLE IN EXISTING SEWER MAIN		EA.	$6,000.00	
8" VCP ENCASING		EA.	$500.00	
10% Contingency				
Sewer Improvements Sub-Total				
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "D" on Summary Sheet)				

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate form

Storm Drain Improvements

Date 4/1/2024
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
STORM DRAIN (RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER)				
63" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$210.00	
66" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$260.00	
72" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$290.00	
78" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$305.00	
81" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$320.00	
84" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$330.00	
90" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$350.00	
96" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$365.00	
102" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$470.00	
108" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$480.00	
24" X 36" CMPA (10 GUAGE)		L.F.	$140.00	
27" X 43" CMPA (10 GUAGE)		L.F.	$150.00	
LATERAL				
18" RCP OR SMALLER	80	L.F.	$45.00	$3,600.00
(INC. EXC., BACKFILL & PAVEMENT RESTORATION)				
MANHOLE		EA.	$4,500.00	
			10% Contingency	$360.00
			Storm Drain Improvements Sub-Total	**$3,960.00**

Construction Cost Estimate form
Storm Drain Improvements

CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$409.50	
7' WIDE - CB WITH SCREEN INLET		E.A.	$3,900.00	
10' WIDE- CB WITH SCREEN INLET		E.A.	$4,200.00	
14' WIDE - CB WITH SCREEN INLET		E.A.	$4,700.00	
21' WIDE - CB WITH SCREEN INLET		E.A.	$4,900.00	
LOCAL DEPRESSION FOR UP TO 10' WIDE CB		L.S.	$585.00	
LOCAL DEPRESSION FOR > 10' WIDE CB		L.S.	$1,200.00	
REINFORCED CONCRETE BOX				
(INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION)				
4' X 6' RCB		L.F.	$400.00	
7' X 6' RCB		L.F.	$470.00	
7' X 8.5' RCB		L.F.	$560.00	
7' X 9.5' RCB		L.F.	$575.00	
8' X 11' RCB		L.F.	$585.00	
8' X 13' RCB		L.F.	$600.00	
9' X 9' RCB		L.F.	$610.00	
9' X 12' RCB		L.F.	$650.00	
OUTLET STRUCTURE		EA.	$700.00	
INLET STRUCTURE		EA.		
TRANSITION STRUCTURE		L.S.	$1,700.00	
OTHER				
			10% Contingency	
			Storm Drain Improvements Sub-Total	
TRAFFIC CONTROL		L.S.	$108.90	$108.90
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**158.4**	**$158.40**
			(Sub-Total Transferred to Item "E" on Summary Sheet)	**$4,227.30**

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. TRACT MAP NUMBER 20599

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: $167,153.37

Surety: Berkley Insurance Company
Attorney-in-fact: Edward C. Spector
Address: 475 Steamboat Road
Greenwich, CT 06830

PAYMENT BOND: $167,153.37

Surety: Berkley Insurance Company
Attorney-in-fact: Edward C. Spector
Address: 475 Steamboat Road
Greenwich, CT 06830

GUARANTEE AND WARRANTY SECURITY BOND: $16,715.34

To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

CASH MONUMENT SECURITY: $ 1,300.00

Amount deposited per Cash Receipt No. _____
Date: _____

[BONDS ATTACHED BEHIND THIS PAGE]

Bond Number: 0260423
Premium: $1,003.00

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT MAP NUMBER 20599

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20599 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SHEA HOMES LIMITED PARTNERSHIP, A California limited partnership ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Berkley Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of One Hundred Sixty Seven Thousand One Hundred Fifty Three and 37/100 DOLLARS ($ 167,153.37), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on April 19th, 20 24.

Berkley Insurance Company
Name of Surety

475 Steamboat Road, Greenwich, CT 06830
Mailing Address of Surety

213-689-0065
Telephone No. of Surety

By: _____
Attorney in Fact
Edward C. Spector

SHEA HOMES LIMITED PARTNERSHIP A California limited partnership
Principal

*See Attached Signature Block

By: _____
Title: _____

and

By: _____
Title: _____

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

AFXV
RISK MANAGEMENT
DATE 4/22/24
SURETY APPROVED ONLY
INITIAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On APR 19 2024 before me, Marina Tapia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Edward C. Spector

Name(s) of Signer(s)

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

MARINA TAPIA
COMM. # 2333302
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct 7, 2024

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

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer's Name _____

☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

No. BI-7667d-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Adriana Valenzuela; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; or Sarah Campbell of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this _____ day of APR 19 2024.

_____
Vincent P. Forte

Bond Number: 0260423

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: Danielle Prigmore
Title: Authorized Agent

By: _____
Name: Brooke Doi
Title: Authorized Agent

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 Orange)

On 4.22.24 before me, Jacqueline Y. Barker, Notary Public, personally appeared Danielle Pingmore & Brooke Dai, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JACQUELINE Y. BARKER
Notary Public - California
Orange County
Commission # 2418607
My Comm. Expires Sep 27, 2026

Signature: _____ (seal)

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

CITY OF ONTARIO

Bond Number: 0260423
Premium: Included in Performance Bond

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT MAP NUMBER 20599

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20599 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SHEA HOMES LIMITED PARTNERSHIP, A California limited partnership ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Berkley Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of One Hundred Sixty Seven Thousand One Hundred Fifty Three and 37/100 DOLLARS, ($ 167,153.37), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on April 19th, 2024.

Berkley Insurance Company
Name of Surety

SHEA HOMES LIMITED PARTNERSHIP A California limited partnership
Principal

*See Attached Signature Block

By: _____
Title: _____

and

By: _____
Title: _____

475 Steamboat Road, Greenwich, CT 06830
Mailing Address of Surety

213-689-0065
Telephone No. of Surety

By: _____
Attorney in Fact
Edward C. Spector

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

AHV
RISK MANAGEMENT
DATE 4/22/24
SURETY APPROVED ONLY
INITIAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On APR 19 2024 before me, Marina Tapia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Edward C. Spector

Name(s) of Signer(s)

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

MARINA TAPIA
COMM. # 2333302
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct 7, 2024

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

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer's Name _____

☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

No. BI-7667d-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Adriana Valenzuela; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; or Sarah Campbell of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this _____ day of APR 19 2024

_____
Vincent P. Forte

Bond Number: 0260423

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: Danielle Prigmore
Title: Authorized Agent

By: _____
Name: Brooke Doi
Title: Authorized Agent

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 Orange)

On 4-22-24 before me, Jacqueline Y. Barker, Notary Public, personally appeared Danielle Dingmore & Brooke Doi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JACQUELINE Y. BARKER
Notary Public - California
Orange County
Commission # 2418607
My Comm. Expires Sep 27, 2026

Signature: _____ (seal)

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Project Cost Estimate

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

Attached project estimate prepared by (or under the direction of)

Signature of Registered Civil Engineer

RCE No. 55534 Exp. Date: 12/31/2023

REGISTERED PROFESSIONAL ENGINEER
AMIR H. FALLAHI
No. 55534
CIVIL
STATE OF CALIFORNIA

Civil Engineer Stamp

Recommended by HARRIS for APPROVAL by City
By! 11/3/2023

Approved By:
Date:

S:\Engineering\Forms\Land Forms\ Engineering Cost Estimate\Engineering Project Cost Estimate 03-23-23

Last Update: 03-23-23

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Encroachment Permit Fee Calculation

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

A.	STREET	Sub-Total	
B.	WATER	Sub-Total	**$200,162.66**
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$215,856.51**
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	

TOTAL ESTIMATED CONSTRUCTION COST **$416,019.16**

Construction Inspection Fee **$22,837.04**
(Exc. Landscape & Utility Poles Sections)
(Inc. $164 Inspection Base Fee)

Refundable Cash Deposit
(Collect only if security not posted with Final Map)
= **$416,019.16**

$500.00 Min

PERMIT FEE **$116.00**

TRAFFIC CONTROL PERMIT FEE **$103.00**

ENCROACHMENT PERMIT FEE TOTAL **$439,075.21**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Plan Check Fee Calculation

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

A.	STREET (Exc. Utility Poles Section)	Sub-Total	
B.	WATER	Sub-Total	**$200,162.66**
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$215,856.51**
E.	STORM DRAIN	Sub-Total	
F.	FIBER OPTIC	Sub-Total	
G.	LANDSCAPING (Inc. Neighborhood Edge and Median)	Sub-Total	

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E+F+G) **$416,019.16**

Plan Check Fee **$19,344.89**

For Office Use Only

TOTAL ESTIMATED CONSTRUCTION COST (A+B+C+D+E) **$416,019.16**

Plan Check Fee **$19,344.89**

CITY OF ONTARIO
ENGINEERING DEPARTMENT

Summary of Estimated Cost of Construction in Public Right-Of-Way

For Security (i.e. Bond) Amount

(For Subdivision Maps Only)

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

A.	STREET	Sub-Total	
B.	WATER	Sub-Total	**$200,162.66**
C.	RECYCLED WATER	Sub-Total	
D.	SEWER	Sub-Total	**$215,856.51**
E.	STORM DRAIN	Sub-Total	

CONTINGENCY FOR UNSIGNED PLANS (10%) **$41,601.92**

TOTAL SECURITY (i.e. BOND) ESTIMATE AMOUNT **$457,621.08**

SECURITY (BOND) AMOUNTS

Performance Bond **$457,621.08**
(100% of estimated cost)

Labor and Material Bond **$457,621.08**
(100% of estimated cost)

Maintenance Bond* $45,762.11
(10% of Performance Bond)

Monumentation Cash Deposit** **$1,300.00**
(No. of Monmuments to set: 11)

* To be provided prior to release of Performance Bond

**To be provided if monumentation is not completed by the time of Final (Parcel) Map approval

ONTARIO

ENGINEERING DEPARTMENT

Date 10/25/2023
Project Number TR 20599

		Total Length in feet to be constructed
A.	WATER MAIN	**1364**
B.	SEWER MAIN	**1095**
C.	STORM DRAIN MAIN	
D.	RECYCLED WATER	
E.	FIBER OPTIC	

* To be provided to the Fiscal Services Department

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form
Street Improvements

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
PAVING *A.C. PAVEMENT ($0.39/IN/S.F. A.C. & $0.19/IN/S.F. CAB)				
A.C. UP TO 6" THICKNESS		S.F.	$2.34	
CRUSHED AGREGGATE BASE UP TO 8" THICKNESS		S.F.	$1.52	
A.C. PAVEMENT		Ton	$65.00	
A.C. BERM		L.F.	$13.00	
2" GRIND UP TO 5' IN WIDTH		L.F.	$2.00	
SAWCUT		L.F.	$3.50	
IMPORT FILL (INCLUDING COMPACTION)		C.Y.	$25.00	
PREPARATION OF SUBGRADE		S.F.	$0.50	
A.C. PAVEMENT REMOVAL		S.F.	$3.50	
SLURRY SEAL (RPM TYPE II)		S.F.	$0.17	
TRENCH BACKFILL AND COMPACTION		S.F.	$3.50	
CONCRETE				
CURB & GUTTER		L.F.	$15.00	
P.C.C. CURB ONLY		L.F.	$12.00	
CROSS GUTTER/SPANDREL		S.F.	$7.00	
SIDEWALK		S.F.	$4.75	
WHEELCHAIR RAMP		EA.	$2,200.00	
TRAFFIC ISLAND		S.F.	$9.50	
CONCRETE PAVEMENT (PCC - REINFORCED, UP TO 10" THICKNESS)		S.F.	$7.80	
10% Contingency				
Street Improvements Sub-Total				

Construction Cost Estimate Form

Street Improvements

DRIVE APPROACHES				
RESIDENTIAL		S.F.	$6.50	
COMMERCIAL		S.F.	$8.50	
REMOVAL				
REMOVAL OF CONCRETE		S.F.	$3.50	
REMOVAL OF BERM, A.C. OR P.C.C.		L.F.	$6.50	
ADJUSTMENT TO GRADE				
MANHOLE		EA.	$600.00	
WATER VALVE		EA.	$325.00	
CLEANOUT		EA.	$265.00	
DRAINAGE				
PARKWAY DRAIN		EA.	$1,800.00	
SIGNS				
REFLECTOR SIGN AND POST		EA.	$175.00	
STREET NAME SIGN		EA.	$475.00	
TRAFFIC SIGN AND POST		EA.	$300.00	
LIGHTING				
STREET LIGHT - 70, 100 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,200.00	
- 150, 250 WATT (INCLUDING CONDUIT & PULL BOXES)		EA.	$6,500.00	
STREET LIGHT SERVICE PEDESTAL		EA.	$4,100.00	
STREET LIGHT SERVICE DUAL PEDESTAL		EA.	$5,900.00	
STRIPING				
SIGNING & STRIPING LOCAL STREET		L.F.	$4.50	
SIGNING & STRIPING COLLECTOR STREET		L.F.	$8.75	
SIGNING & STRIPING ARTERIAL STREET		L.F.	$12.75	
PAINTED LEGEND		EA.	$80.00	
THERMOPLASTIC LEGEND		EA.	$165.00	
			10% Contingency	
			Street Improvements Sub-Total	

Construction Cost Estimate Form

Street Improvements

TRAFFIC SIGNALS				
NEW TRAFFIC SIGNAL		EA.	$355,600.00	
MODIFY EXISTING SIGNAL (STREET WIDENING, PER CORNER)		EA.	$88,900.00	
REMOVE EXISTING SIGNAL		EA.	$25,000.00	
REPLACE/RESTORE T.S. DETECTION LOOP		EA.	$425.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT		L.F.	$17.00	
TRAFFIC SIGNAL INTERCONNECT CONDUIT & CABLE		L.F.	$20.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
ADD LEFT TURN PHASING		L.S.	$30,000.00	
LANDSCAPE				
PARKWAY TREE WITH IRRIGATION		EA.	$525.00	
PARKWAY LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN LANDSCAPING		S.F.	$6.00	
(INCLUDING IRRIGATION FACILITIES)				
NEIGHBORHOOD EDGE AND/OR MEDIAN TREE		EA.	$525.00	
(INCLUDING IRRIGATION FACILITIES)				
UTILITY POLES				
RELOCATION OF POLE		EA.	$18,000.00	
UNDERGROUNDING OF POWER LINES		L.F.	$350.00	
UNDERGROUNDING OF COMMUNICATION LINES		L.F.	$90.00	
FIBER OPTIC				
CONDUIT PLACEMENT TRENCH/BORE (INCLUDES HANDHOLES)		L.F.	$45.00	
(ARTERIAL/COLLECTOR STREETS - MAIN BACKBONE)				
IN-TRACT LOCAL STREETS				
FIBER CONDUIT PLACEMENT		L.F.	$5.70	
FIBER TRENCH		L.F.	$6.50	
HANDHOLE - FLOWER POT (FP)		EA.	$125.00	
HANDHOLE - HH-3		EA.	$250.00	
HANDHOLE - HH-4		EA.	$375.00	
OTHER				
BORE (AC PAVEMENT)		L.F.	$20.00	
BORE (PARKWAY)		L.F.	$10.00	
MICRO TRENCHING		L.F.	$8.15	
DRY UTILITY TRENCH (AC PAVEMENT)		L.F.	$56.00	
DRY UTILITY TRENCH (PARKWAY)		L.F.	$8.00	
10% Contingency				
Street Improvements Sub-Total				
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "A" on Summary Sheet)				

CITY OF ONTARIO

Construction Cost Estimate form

Water Improvements

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	1364	L.F.	$40.00	$54,560.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX	8	EA.	$2,200.00	$17,600.00
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)	4	EA.	$5,400.00	$21,600.00
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE (INC. CONNECTION)	2	EA.	$4,600.00	$9,200.00
BLOW-OFF VALVE (INC. CONNECTION)	1	EA.	$4,500.00	$4,500.00
			10% Contingency	$10,746.00
			Water Improvements Sub-Total	$118,206.00

Construction Cost Estimate form

Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)	4	EA.	$7,000.00	$28,000.00
GATE VALVE				
6"		EA.	$550.00	
8"	10	EA.	$850.00	$8,500.00
10"		EA.	$1,250.00	
12"	2	EA.	$1,375.00	$2,750.00
16"	2	EA.	$3,425.00	$6,850.00
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO EXISTING 6" MAIN		EA.	$3,500.00	
CONNECTION TO EXISTING 8" MAIN		EA.	$3,750.00	
CONNECTION TO EXISTING 12" MAIN	1	EA.	$4,100.00	$4,100.00
CONNECTION TO EXISTING 16" MAIN	2	EA.	$4,100.00	$8,200.00
INSTALL TEE/CROSS	5	EA.	$300.00	$1,500.00
REMOVE EXISTING BLIND FLANGE		EA.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
14" CML&C STEEL CASING	31	LF.	$100.00	$3,100.00
			10% Contingency	$6,300.00
			Water Improvements Sub-Total	$69,300.00
TRAFFIC CONTROL		L.S.	5156.42	$5,156.42
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**7500.24**	**$7,500.24**
			(Sub-Total Transferred to Item "B" on Summary Sheet)	**$200,162.66**

CITY OF ONTARIO

Construction Cost Estimate form

Recycled Water Improvements

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
WATER / FIRE MAIN				
6" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$30.00	
8" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$40.00	
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$45.00	
8" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$90.00	
10" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$95.00	
12" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$105.00	
16" INC. EXC., BACKFILL & PVMT RESTORATION		L.F.	$115.00	
WATER SERVICE				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
1" WATER SERVICE WITH METER BOX		EA.	$1,000.00	
2" WATER SERVICE WITH METER BOX		EA.	$2,200.00	
FIRE HYDRANT				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
BREAK-OFF TYPE FIRE HYDRANT (INC. CONNECTION)		EA.	$5,400.00	
RELEASE / BLOW-OFF				
(EXCLUDES AC REMOVAL AND REPLACEMENT)				
AIR RELEASE VALVE		EA.	$4,600.00	
BLOW-OFF VALVE		EA.	$4,500.00	
			10% Contingency	
			Water Improvements Sub-Total	

Construction Cost Estimate form

Recycled Water Improvements

BACKFLOW ($1000/IN)				
RP 2" AND SMALLER		EA.	$3,000.00	
DDC ABOVE GROUND (UP TO 6" DIAMETER)		EA.	$7,000.00	
GATE VALVE				
6"		EA.	$550.00	
8"		EA.	$850.00	
10"		EA.	$1,250.00	
12"		EA.	$1,375.00	
16"		EA.	$3,425.00	
HOT TAP				
HOT TAP WITH VALVE		EA.	$1,750.00	
CONNECTION TO 8" MAIN		EA.	$3,750.00	
CONNECTION TO 12" MAIN		EA.	$4,100.00	
INSTALL TEE		EA.	$300.00	
REMOVE EXISTING BLIND FLANGE		L.S.	$475.00	
CONCRETE THRUST BLOCK		EA.	$585.00	
OTHER				
			10% Contingency	
			Water Improvements Sub-Total	
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "C" on Summary Sheet)				

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate Form

Sewer Improvements

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
SEWER MAIN (VCP ONLY)				
8" & SMALLER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)	1095	L.F.	$40.00	$43,800.00
10" IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$60.00	
12" & LARGER IN EASEMENT AREA ONLY (NOT IN PAVED STREET)		L.F.	$63.00	
8" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$70.00	
10" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$75.00	
12" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$80.00	
15" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$90.00	
18" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$95.00	
21" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$105.00	
24" INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION		L.F.	$115.00	
MANHOLE				
MANHOLE	8	EA.	$4,050.00	$32,400.00
DROP MANHOLE		EA.	$4,100.00	
VAULT		EA.	$3,500.00	
MONITORING FACILITY / NON TRAFFIC AREA		EA.	$1,750.00	
MONITORING MANHOLE		EA.	$4,100.00	
CLEANOUT	6	EA.	$1,750.00	$10,500.00
REMOVE/ABANDON EXISTING MANHOLE		EA.	$1,200.00	
REMOVE EXISTING SEWER				
UP TO 12" DIAMETER		L.F.	$55.00	
GREATER THAN 12" DIAMETER		L.F.	$70.00	
			10% Contingency	$8,670.00
			Sewer Improvements Sub-Total	**$95,370.00**

Construction Cost Estimate Form

Sewer Improvements

LATERAL				
4" HOUSE CONNECTION TO SEWER MAIN IN STREET	27	L.S.	$2,925.00	$78,975.00
6" & SMALLER VCP SEWER LATERAL / EASEMENT	75	L.F.	$42.00	$3,150.00
6" & SMALLER VCP SEWER LATERAL / PAVED STREET		L.F.	$70.00	
SEWER CHIMNEY		EA.	$1,170.00	
SEWER SADDLE		EA.	$1,170.00	
WYE 4" x 8" TYPICAL		EA.	$115.00	
OIL/GREASE INTERCEPTOR NOT IN STREET		EA.	$1,750.00	
OTHER				
CONSTRUCT 60" MANHOLE IN EXISTING SEWER MAIN	2	EA.	$6,000.00	$12,000.00
8" VCP ENCASING	6	EA.	$500.00	$3,000.00
			10% Contingency	$9,712.50
			Sewer Improvements Sub-Total	**$106,837.50**
TRAFFIC CONTROL		L.S.	$5,560.71	$5,560.71
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.	**8088.3**	**$8,088.30**
(Sub-Total Transferred to Item "D" on Summary Sheet)				**$215,856.51**

CITY OF ONTARIO

ENGINEERING DEPARTMENT

Construction Cost Estimate form

Storm Drain Improvements

Date 10/25/2023
Project Number TR 20599
Location CONCOURS ST & DUESENBERG DR
Computed By K&A
Contact Phone No. 951-279-1800

CONSTRUCTION ITEM DESCRIPTION	QTY	UNIT	COST	TOTAL
STORM DRAIN (RCP SIZE X $3.25 / INCH OF I.D. UP TO 60" DIAMETER)				
63" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$210.00	
66" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$260.00	
72" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$290.00	
78" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$305.00	
81" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$320.00	
84" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$330.00	
90" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$350.00	
96" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$365.00	
102" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$470.00	
108" RCP INC. EXC., BACKFILL & PAVEMENT RESTORATION		L.F.	$480.00	
24" X 36" CMPA (10 GUAGE)		L.F.	$140.00	
27" X 43" CMPA (10 GUAGE)		L.F.	$150.00	
LATERAL				
18" RCP OR SMALLER		L.F.	$45.00	
(INC. EXC., BACKFILL & PAVEMENT RESTORATION)				
MANHOLE		EA.	$4,500.00	
			10% Contingency	
			Storm Drain Improvements Sub-Total	

Construction Cost Estimate form

Storm Drain Improvements

CATCH BASIN				
CATCH BASIN LESS THAN 7' IN WIDE		L.F.	$409.50	
7' WIDE - CB WITH SCREEN INLET		E.A.	$3,900.00	
10' WIDE- CB WITH SCREEN INLET		E.A.	$4,200.00	
14' WIDE - CB WITH SCREEN INLET		E.A.	$4,700.00	
21' WIDE - CB WITH SCREEN INLET		E.A.	$4,900.00	
LOCAL DEPRESSION FOR UP TO 10' WIDE CB		L.S.	$585.00	
LOCAL DEPRESSION FOR > 10' WIDE CB		L.S.	$1,200.00	
REINFORCED CONCRETE BOX				
(INC. EXCAVATION, BACKFILL & PAVEMENT RESTORATION)				
4' X 6' RCB		L.F.	$400.00	
7' X 6' RCB		L.F.	$470.00	
7' X 8.5' RCB		L.F.	$560.00	
7' X 9.5' RCB		L.F.	$575.00	
8' X 11' RCB		L.F.	$585.00	
8' X 13' RCB		L.F.	$600.00	
9' X 9' RCB		L.F.	$610.00	
9' X 12' RCB		L.F.	$650.00	
OUTLET STRUCTURE		EA.	$700.00	
INLET STRUCTURE		EA.		
TRANSITION STRUCTURE		L.S.	$1,700.00	
OTHER				
			10% Contingency	
			Storm Drain Improvements Sub-Total	
TRAFFIC CONTROL		L.S.		
MOBILIZATION, SWPPP, EROSION CONTROL		L.S.		
(Sub-Total Transferred to Item "E" on Summary Sheet)				

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. Tract No. 20599

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: **$457,621.08**

Surety: Berkley Insurance Company
Attorney-in-fact: Edward C. Spector
Address: 475 Steamboat Road
Greenwich, CT 06830

PAYMENT BOND: **$ 457,621.08**

Surety: Berkley Insurance Company
Attorney-in-fact: Edward C. Spector
Address: 475 Steamboat Road
Greenwich, CT 06830

GUARANTEE AND WARRANTY SECURITY BOND: **$45,762.11**

To be posted upon completion of the Public Improvements by Developer and approval and acceptance by the City.

CASH MONUMENT SECURITY: **$**

Amount deposited per Cash Receipt No. _____
Date: _____

[BONDS ATTACHED BEHIND THIS PAGE]

Issued In Duplicate

Bond Number: 0257456
Premium: $2,746.00

CITY OF ONTARIO

FAITHFUL PERFORMANCE BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: Tract No. 20599

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20599_ require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SHEA HOMES LIMITED PARTNERSHIP, A California limited partnership ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and Berkley Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of **Four Hundred Fifty Seven Thousand Six Hundred Twenty One and 08/100 - - -** DOLLARS (**$457,621.08**), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on November 3rd, 2023.

SHEA HOMES LIMITED PARTNERSHIP A
California limited partnership

Berkley Insurance Company
Name of Surety

Principal

*See Attached Signature Block

By: _____
Title: _____

475 Steamboat Road, Greenwich, CT 06830
Mailing Address of Surety

and

213-689-0065
Telephone No. of Surety

By: _____
Title: _____

By: _____
Edward C. Spector, Attorney in Fact

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

A+XV
RISK MANAGEMENT
DATE 11/9/23
SURETY APPROVED ONLY
INITIAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On NOV 0 3 2023 before me, Marina Tapia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Edward C. Spector

Name(s) of Signer(s)

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

MARINA TAPIA
COMM. # 2333302
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Oct 7, 2024

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

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

No. BI-7667d-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Adriana Valenzuela; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; or Sarah Campbell of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this NOV 03 2023 day of _____, _____.

_____
Vincent P. Forte

Bond Number: 0257456

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: Danielle Prigmore
Title: Authorized Agent

By: _____
Name: Gina Gordon
Title: Authorized Agent

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 Orange)

On Nov. 7, 2023 before me, Jacqueline Y. Barker, Notary Public, personally appeared Gina Gordon & Daniel Seymore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JACQUELINE Y. BARKER
Notary Public - California
Orange County
Commission # 2418607
My Comm. Expires Sep 27, 2026

Signature: _____ (seal)

Bond Number: 0257456
Premium: Included in the Performance Bond

Issued In Duplicate

CITY OF ONTARIO

LABOR & MATERIAL BOND FOR SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: Tract No. 20599

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 20599 require that the City of Ontario, a municipal corporation of the State of California ("CITY"), by its City Council, and SHEA HOMES LIMITED PARTNERSHIP, A California limited partnership ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and Berkley Insurance Company ("SURETY"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **Four Hundred Fifty Seven Thousand Six Hundred Twenty One and 08/100 - - -** DOLLARS (**$457,621.08**), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California Government Code and the City's Municipal Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on November 3rd, 2023.

	SHEA HOMES LIMITED PARTNERSHIP A California limited partnership
Berkley Insurance Company Name of Surety	_____ Principal
	*See Attached Signature Block
	By: _____ Title: _____
475 Steamboat Road, Greenwich, CT 06830 Mailing Address of Surety	and
213-689-0065 Telephone No. of Surety	By: _____ Title: _____
By: _____ Edward C. Spector, Attorney in Fact	

A+XV
RISK MANAGEMENT
DATE 11/9/23
SURETY APPROVED ONLY
INITIAL

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On NOV 0 3 2023 *Date* before me, Marina Tapia, Notary Public *Here Insert Name and Title of the Officer*

Personally appeared Edward C. Spector *Name(s) of Signer(s)*

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

VRS5 MARINA TAPIA COMM. # 2333302 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Oct 7, 2024 VRS5

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

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

No. BI-7667d-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Timothy J. Noonan; Adriana Valenzuela; Jennifer Ochs; Charles R. Teter, III; Marina B. Tapia; Edward C. Spector; Donna M. Garcia; Erin J. Brown; Ethan S. Spector; Simone Gerhard; Bernadette Aleman; KeAna D. Wapato; or Sarah Campbell of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Los Angeles, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this NOV 03 2023 day of _____, _____.

_____
Vincent P. Forte

Bond Number: 0257456

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: Danielle Prigmore
Title: Authorized Agent

By: _____
Name: Gina Gordon
Title: Authorized Agent

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 Orange)

On Nov. 7th, 2023 before me, Jacqueline Y. Barker, Notary Public, personally appeared Lynn Gordon & Danielle Pinglore, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JACQUELINE Y. BARKER
Notary Public - California
Orange County
Commission # 2418607
My Comm. Expires Sep 27, 2026

Signature: _____ (seal)

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Leonard Lui Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES, AND AN AMENDMENT TO A DESIGN SERVICES AGREEMENT FOR THE SULTANA AVENUE STORM DRAIN, STREET, AND SEWER IMPROVEMENT PROJECTS**

RECOMMENDATION: That the City Council take the following actions:

A. Approve Amendment No. 7 to the Professional Services Agreement with AKM Consulting Engineers of Irvine, California, to provide construction management and inspection services for the Sultana Avenue Storm Drain, Street, and Sewer Improvement Projects in the amount of $353,850 for a revised not-to-exceed total of $1,026,549.44; and authorize the City Manager, or his designee, to execute said Agreement and future amendments within the authorization limits.
B. Approve Amendment No. 2 to the Design Services Agreement for the Sultana Avenue Storm Drain and Street Improvements Project with Infrastructure Engineering Corporation of Poway, California, to provide additional utility coordination, sewer improvement plan implementation, and construction support in the amount of $201,600 for a revised not-to-exceed total of $1,014,205; and authorize the City Manager, or his designee, to execute said Agreement and future amendments within the authorization limits.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT:

The Fiscal Year 2023-24 Adopted Budget appropriated funds for construction support services for the Sultana Avenue Storm Drain and Street Improvements Project (SM2302) in the amount of $800,000 in Measure Q Capital Projects.

The proposed Amendment No. 7 with AKM Consulting Engineers increases the Agreement amount by $353,850, for a revised total not-to-exceed amount of $1,026,549.44. Based on an agreed-upon proportion of work relative to Projects SM2302 and SE2505, $325,542 will be funded by Measure Q for SM2302 and $28,308 will be funded by Sewer Enterprise Funds for SE2505.

The proposed Amendment No. 2 with Infrastructure Engineering Corporation increases the Agreement amount by $201,600. The revised total contract amount is $980,331, with a remaining contingency of $33,874 for a revised total not-to-exceed authorization amount of $1,014,205. The Amendment will be funded based on the scope of work directly associated with each project in the amounts of $100,180 from Measure Q for SM2302 and the remaining $101,420 from Sewer Enterprise Funds for SE2505.

If amendments are approved, appropriations will be included in future Annual Budgets to City Council for approval for construction support services for the Ontario Municipal Utilities Company's (OMUC) Sultana Avenue Sewer Main Improvements Project (SE2505) in Sewer Funds.

BACKGROUND & ANALYSIS:

AKM Consulting Engineers will provide on-call construction management and inspection services that will be necessary during construction of the Sultana Avenue Storm Drain and Street Improvements Project (SM2302), and the Sultana Avenue Sewer Main Improvements Project (SE2505), which will be executed under one construction contract. The City first contracted with AKM Consulting Engineers in October of 2019 after an extensive request for proposal selection process for on-call project and construction management services. This Amendment is to revise the scope of work for AKM to include services for the Sultana Avenue Storm Drain, Street, and Sewer Improvement Projects.

Infrastructure Engineering Corporation is working under an active design services contract and will provide additional services to complete the design for the preparation of plans, specifications, and estimates (PS&E). The City first contracted with Infrastructure Engineering Corporation in January of 2023 after an extensive request for the proposal selection process for the Sultana Avenue Storm Drain and Street Improvements Project (SM2302). Amendment No. 2 will revise the scope of work to include services for additional utility coordination, sewer improvement plan implementation, and construction support for the Sultana Avenue Storm Drain, Street, and Sewer Improvement Projects.

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 DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
INFRASTRUCTURE ENGINEERING COORPORATION
AND ARDURRA COMPANY

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Infrastructure Engineering Corporation, an Ardurra Company, a CORPORATION, with its principal place of business at 1960 E. Grand Ave., Suite 300, El Segundo, Ca. 90245. City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Design Services Agreement for the Sultana Ave. Storm Drain and Improvement Street Project" dated January 17, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to include additional utility coordination, sewer improvement plan implementation, and construction support, in the amount of $201,600; and increase the not-to-exceed compensation amount to One Million Fourteen Thousand Two Hundred and Five Dollars ($1,014,205.00). The Parties have heretofore entered that Amendment No. 1, dated November 15, 2023.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1, 3.7.1, 3.7.3, 3.10.1 and 3.10.3 of the Agreement is hereby amended in its entirety to read as follows:

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A", "A-1", and "A-2" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services preformed by Consultant shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A", "A-1", and "A-2" attached to this hereto and incorporated herein by reference.

3.7.3 Performance Schedule. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B-1" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services. The Schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not-to-exceed amount of **One Million Fourteen Thousand Two Hundred and Five Dollars ($1,014,205.00)** ("Total Compensation"). This Total Compensation amount shall be based upon, and as Exhibit "C-2" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant Shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C", "C-1" and "C-2" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2
TO DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO
AND INFRASTRUCTURE ENGINEERING CORPORATION,
AN ARDURRA COMPANY

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

INFRASTRUCTURE ENGINEERING CORPORATION, AN ARDURRA COMPANY

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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. 7
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
AKM CONSULTING ENGINEERS

1. Parties and Date.

This Amendment No. **7** to the Agreement (as defined herein) is made and entered into as of _____, by and between the City of Ontario ("City") and AKM Consulting Engineers, a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "On-Call Management Services PW1920-01" dated September 17, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to include services for the Sultana Avenue Storm Drain and Street Improvements Project (Contract No. SM2302) and Sultana Avenue Sewer Main Improvements Project (Contract No. UT1069) in the amount of $353,850; and increase the not-to-exceed compensation amount to One Million Twenty-Six Thousand, Five Hundred Forty-Nine Dollars and 44/100 ($1,026,549.44). The Parties have heretofore entered into that Amendment No. 1 dated, January 22, 2021, Amendment No. 2 dated, October 18, 2022, Amendment No. 3 dated, January 31, 2023, No. 4 (Extension Letter) dated September 14, 2022, Amendment No. 5 dated, May 2, 2023, and Amendment No. 6 dated, January 16, 2024.

2.3 Amendment Authority. This Amendment No. 7 is authorized pursuant to Section 3 of the Agreement.

3. Additional Work (Term).

3.1 Amendment. Section 1, 2b and 5 of the Agreement is hereby amended as follows:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached as Exhibit "A-1" as described in this Agreement and in Exhibit "A" as described in the original agreement and the Task List attached hereto as Exhibit "C".

2. Compensation

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of amount in accordance with City Council approved work plans and budgets. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

City shall pay to Consultant, for the performance of all Services rendered under this agreement, the total not-to-exceed amount of **One Million Twenty-Six Thousand Five Hundred Forty-Nine Dollars and 44/100 ($1,026,549.44)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The not-to-exceed fees per task are included in Exhibit "C". This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice (per task) which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. **7**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **7**. From and after the date of this Amendment No. 7, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 7.

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. 7.

3.5 Severability. If any portion of this Amendment No. 7 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.

5. Time of Performance

The term of this Agreement is hereby amended to extend to the completion of the Sultana Avenue

Storm Drain and Street Improvements Project (Contract No. SM2302), and the Sultana Avenue Sewer Main Improvements Project (Contract No. UT1069).

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 7.0 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AKM CONSULTING ENGINEERS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 7.0 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

AKM CONSULTING ENGINEERS

If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Engineering Prepared By: Jeffrey Tang Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Raymond Lee, Khoi Do Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: A QUITCLAIM DEED WITH LENNAR HOMES OF CALIFORNIA, LLC FOR LOT A AND LOT C OF FINAL PARCEL MAP NO. 19787

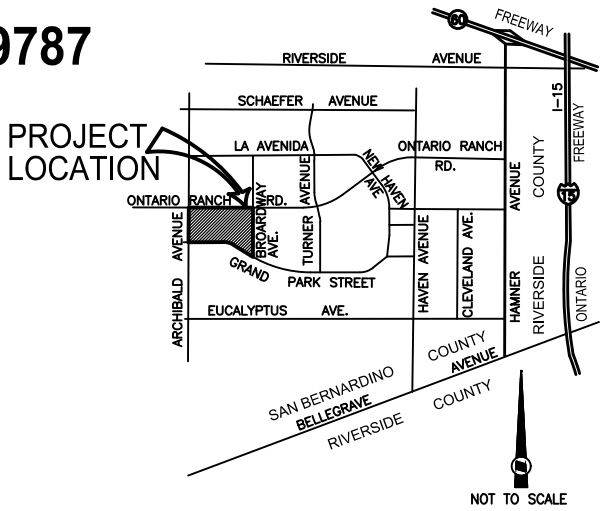
RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute a Quitclaim Deed to Lennar Homes of California, LLC, for fee title ownership transfer of Lot A and Lot C of Parcel Map 19787.

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
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. Lennar Homes of California, LLC (Developer) has paid the applicable processing fees at its sole cost.

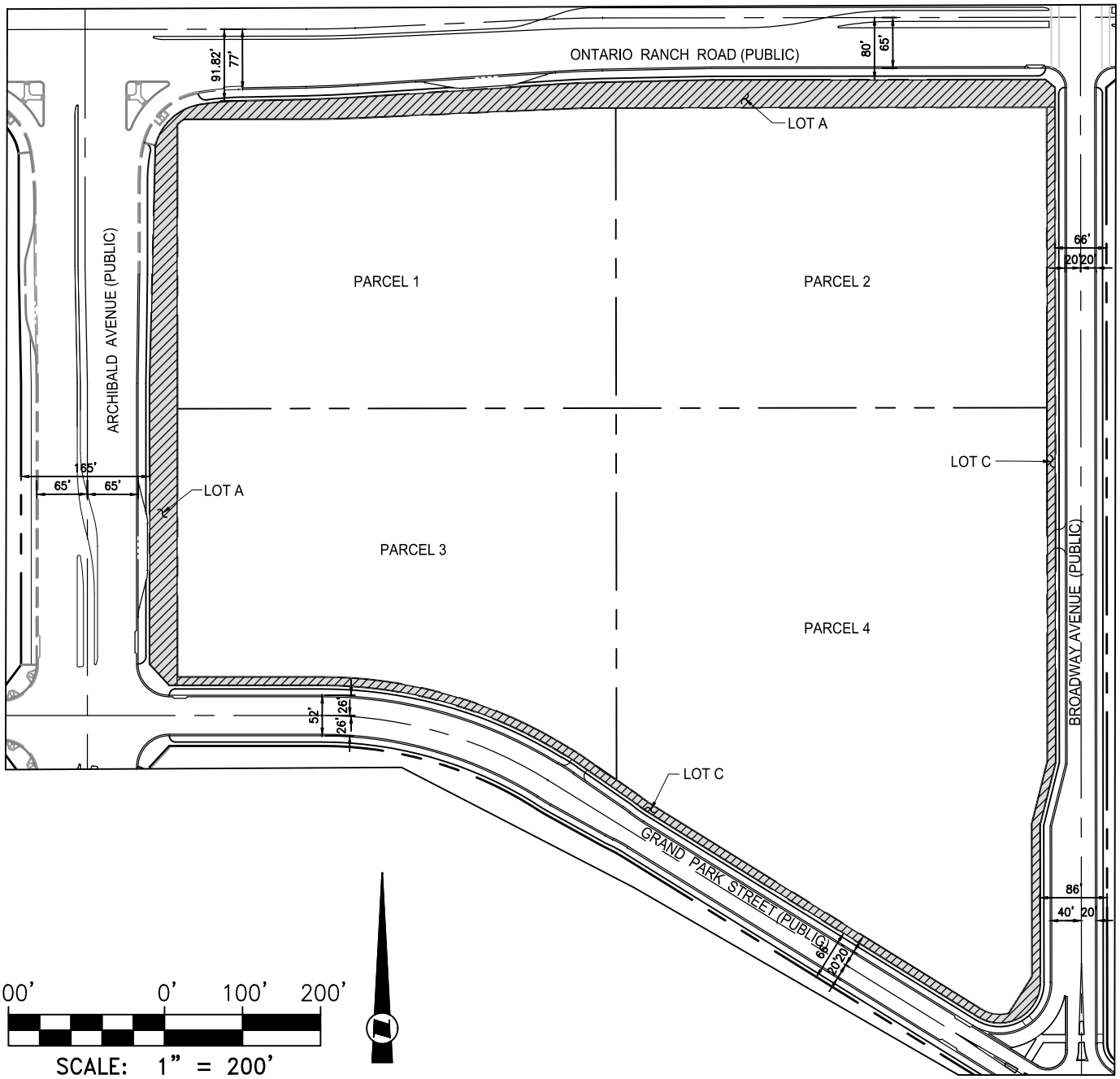
BACKGROUND & ANALYSIS: Final Parcel Map No. 19787, consisting of four numbered parcels and three lettered parcels on approximately 77 acres of land (see Exhibit A) was recorded on February 20, 2020. Lot A and Lot C were dedicated to the City of Ontario for landscape buffer purposes. Because the letter lots did not provide any points of access to the property, the site was essentially land-locked. To remedy this situation, fee title ownership of said lots is being replaced with easements to the City. This provides flexibility for the developer and the City for future development of the site. Further, the City shall reserve all the required easements to provide access for maintenance responsibility of the area.

EXHIBIT A
PARCEL MAP 19787



AREA TO BE QUITCLAIMED
(1.88 ACRES)

AREA OF PROPOSED EASEMENT FOR LANDSCAPING, PUBLIC UTILITIES AND PUBLIC ROADWAY, INGRESS AND EGRESS
(1.88 ACRES)



200' 0' 100' 200'

SCALE: 1" = 200'

PREPARED BY:

FUSCOE ENGINEERING
FULL CIRCLE THINKING
2850 Inland Empire Blvd 909.581.0676
Suite B
Ontario, California 91764 fuscoe.com

APPLICANT/OWNER

LENNAR HOMES 4140 TEMESCAL CANYON RD. SUITE 410
CORONA, CA 92883
TELEPHONE:

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Communications and Community Relations Prepared By: Vanny Khu Staff Member Presenting: Dan Bell, Communications and Community Relations Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC. FOR CITYWIDE MARKETING, COMMUNICATIONS, MITIGATION AND PUBLIC RELATIONS CONSULTING SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with Communications & Media Management Consultants, Inc. (CMMC), of Santa Clarita, California, for the provision of citywide marketing, communications, mitigation, and public relations consulting services, in the amount of $120,000, for a total not-to-exceed contract amount of $190,000, and to extend the term to June 30, 2025.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: If approved, appropriations will be included in the General Fund of the next Annual Budget to City Council for approval as needed. The recommended Amendment No. 1 will increase the contract amount by $120,000, for a total not-to-exceed contract amount of $190,000.

BACKGROUND & ANALYSIS: The City of Ontario has demonstrated a commitment to expanding its marketing and communications presence in the City. This growth has included concentrated efforts on enhancing social media accounts, increased publication of newsworthy City initiatives, and refining the accessibility of information channels for the public.

Along with the expansion of communication has come greater responsibility and the need for specialized expertise in managing these endeavors. CMMC has provided key guidance in shaping the City's communication and marketing strategies. The collaborative efforts between the City and CMMC have led to increased resident awareness, enhanced transparency, and strengthened civic participation. Staff recommends increasing the total authorized contract amount and extension the contract term with CMMC.

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 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC.

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 Communications & Media Management Consultants, Inc. , a Corporation (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated December 15, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the compensation by **One-Hundred Twenty Thousand Dollars ($120,000)** and to extend the term to June 30, 2025.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from December 15, 2023 to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional 6-month term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2.2 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One-Hundred Ninety Thousand Dollars ($190,000)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND COMMUNICATIONS & MEDIA MANAGEMENT SERVICES, INC.

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

COMMUNICATIONS & MEDIA MANAGEMENT CONSULTANTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Broadband Operations Prepared By: Judy Witrago Staff Member Presenting: Jimmy Chang, Broadband General Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH HP COMMUNICATIONS, INC. FOR ON-CALL FIBER CONDUIT AND CABLE INSTALLATION**

RECOMMENDATION: That the City Council authorize Change Order No.1 to Construction Contract No. BB-2022-001 with HP Communications, Inc. of Corona, California, for on-call citywide fiber conduit installation services, in the amount of $274,071 for a revised total of $8,274,071; and authorize the City Manager, or his designee, to execute said Contract and future amendments within the authorization limits.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2023-24 Budget includes appropriations for construction support services for the Ontario Municipal Utilities Company (OMUC) Facility Site Security Improvement Project (WA0205). If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed to fund Change Order No. 1 for for on-call citywide fiber conduit installation services.

BACKGROUND & ANALYSIS: On January 17, 2023, Construction Contract No. BB-2022-001 was awarded to HP Communications, Inc. for on-call fiber conduit installation services in the amount of $8,000,000. HP Communications, Inc. supports the Broadband Department's Phase 1 Fiber Broadband Expansion project, approved by the City Council on July 20, 2021, and Broadband's construction projects for fiber optic conduit installation services throughout the City.

Change Order No. 1 will support unscheduled work to support City infrastructure, as stated in the Fiber Optic Master Plan (on file with the Records Department). The Fiber Optic Master Plan enables and supports future capabilities and initiatives that will not only reduce telecommunication costs but also represent technology improvements such as digital building access control, surveillance video services, and public safety monitoring.

The Ontario Municipal Utilities Company (OMUC) has agreed to fund Change Order No. 1 to construct fiber conduit infrastructure at the following locations, however, locations are subject to change based on priority, schedule, and requirements of OMUC and the Broadband Department:

WELL #	LOCATION
24	700 N. HAVEN AVE.
29	2400 E. AIRPORT DR.
30	220 S. WINEVILLE AVE.
35	625 E. MAIN ST.
36	1400 S. ARCHIBALD AVE.
37	10 FREEWAY & MILLIKEN AVE.
38	837 N. CENTER AVE.
39	10 FREEWAY & MILLIKEN AVE.
40	1335 EAST HOLT BLVD.
41	1252 N. HELLMAN AVE.
43	3650 E. AIRPORT DR.
47	4255 E. CONCOURS ST.
49	1595 S. DUPONT AVE.
	1335 S BON VIEW – BROADBAND POINT OF PRESENCE
	1495 S. DUPONT AVE.
	1409 S. ARCHIBALD AVE.
	S/W CORNER ARCHIBALD AVE. AND PHILADELPHIA AVE.
	W. OF MILLIKEN AVE., SOUTH OF FRANCIS AVE
	TURNER AVE SOUTH OF JURUPA AVE. NORTH OF TRAIN TRACKS
	S/W CORNER HAVEN AVE. & FRANCIS AVE.
	S/E CORNER MILLIKEN AVE & PHILADELPHIA AVE.
	S/W CORNER OF MILLIKEN AVE. & RIVERSIDE DR.
	HAVEN SEWER LIFT
	100 YARDS WEST OF CDA-LAT C & D

OntarioNet will provide secure, reliable, and high bandwidth connectivity for OMUC's Supervisory Control and Data Acquisition (SCADA) operation system and Information Technology connectivity for surveillance property protection of the City's water production infrastructure. The surveillance property protection will include cameras and access control which will provide a level of accountability for security and integrate into the Ontario Police Department's Real-Time Information Center.

The City has purchased all conduit, fiber, network, and wireless components such as fiber optic cable, conduit, handholes, network switches, etc. HP Communications, LLC collects the materials from the City's warehouse and provides the labor to complete the assigned work. Having the material and equipment on hand at the time of construction schedules lessens supply chain delays

for fiber optic material and network equipment procurement and eliminates costly overhead and markup charges.

City Staff recommends approving Change Order No. 1 to continue these services and City facility growth provided by HP Communications, LLC.

CITY OF ONTARIO

303 EAST B STREET | ONTARIO, CALIFORNIA 91764

(909) 395-2000 FAX (909) 395-2070 OntarioCA.gov

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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

CITY OF ONTARIO
CHANGE ORDER

Project: On-Call Citywide Fiber Conduit Installation Services
Contract Date: **01/31/2023**

Change Order Number: **1**

Change Order Date: May 21, 2024

To: HP Communications, Inc
13341 Temescal Canyon Rd
Corona, California 92883

THIS CHANGE ORDER FORM SHALL BE USED FOR ALL CHANGE ORDERS ASSOCIATED WITH THE WORK. NO ADDITIONS OR DELETIONS TO THIS FORM SHALL BE ALLOWED, EXCEPT WITH PERMISSION OF THE CITY OF ONTARIO.

The Contract is changed as follows:

The City has requested the Contractor to extend limits of fiber conduit installation services to the following City facilities:

EXTRA WORK AT AGREED UPON LOCATIONS

WELL #	LOCATION
24	700 N. HAVEN AVE.
29	2400 E. AIRPORT DR.
30	220 S. WINEVILLE AVE.
35	625 E. MAIN STREET
36	1400 S. ARCHIBALD AVE.
37	10 FREEWAY & MILLIKEN AVE.
38	837 N. CENTER AVE.
39	10 FREEWAY & MILLIKEN AVE.
40	1335 EAST HOLT BLVD.
41	1252 N. HELLMAN AVE.
43	3650 E. AIRPORT DR.
47	4255 E. CONCOURS ST.
49	1595 S. DUPONT AVE.
	1333 S BON VIEW AVE. – BROADBAND POINT OF PRESENCE
	1495 S. DUPONT AVE.
	1409 S. ARCHIBALD AVE.

	S/W CORNER ARCHIBALD AVE. AND PHILADELPHIA ST.
	W. OF MILLIKEN AVE., S. OF FRANCIS AVE
	TURNER AVE SOUTH OF JURUPA AVE. N. OF TRAIN TRACKS
	S/W CORNER HAVEN AVE. & FRANCIS AVE.
	S/E CORNER MILLIKEN AVE & PHILADELPHIA
	S/W CORNER OF MILLIKEN AVE. & RIVERSIDE DR.
	HAVEN SEWER LIFT
	100 YARDS WEST OF CDA-LAT C & D

Contractor agrees to furnish all labor, materials, equipment and services to perform the Work, modified as described herein, in accordance with the Contract Documents as revised by this Change Order.

NOT VALID UNTIL SIGNED BY OWNER

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	$8,000,000
Net change by previously authorized Change Orders	$0
The Contract Price prior to this Change Order was	$8,000,000
The Contract Price will be changed by this Change Order in the amount of	$274,071.00
The new Contract Price including this Change Order will be	$8,274,071.00

In consideration of the change(s) describe above, the Contract Time is adjusted as follows:

The Contract Time will be: increased ☐ decreased ☐ unchanged ☒ by:	0 Days
The Contract Time prior to this Change Order was	528 Days
The new Contract Time including this Change Order will be	1096 Days

Attachments: Exhibit A – WELL SITE WATER SYSTEM MAP

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract Price and Contract Time in this Change Order constitutes the entire compensation and/or adjustment thereto due to Contractor, including direct, indirect, consequential, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. By signing this Change Order, Contractor agrees to accept the amount of the adjustment to the Contract Price, and the adjustment of the Contract Time, as payment in full for all costs, including direct, indirect, consequential, and overhead (field and home office) costs, related to the change in the Work covered by this Change Order.

Accepted:

(Signature) Ahmad Olomi, Executive Vice President — Date

Approved:

(Signature) Jimmy Chang, Broadband General Manager — Date

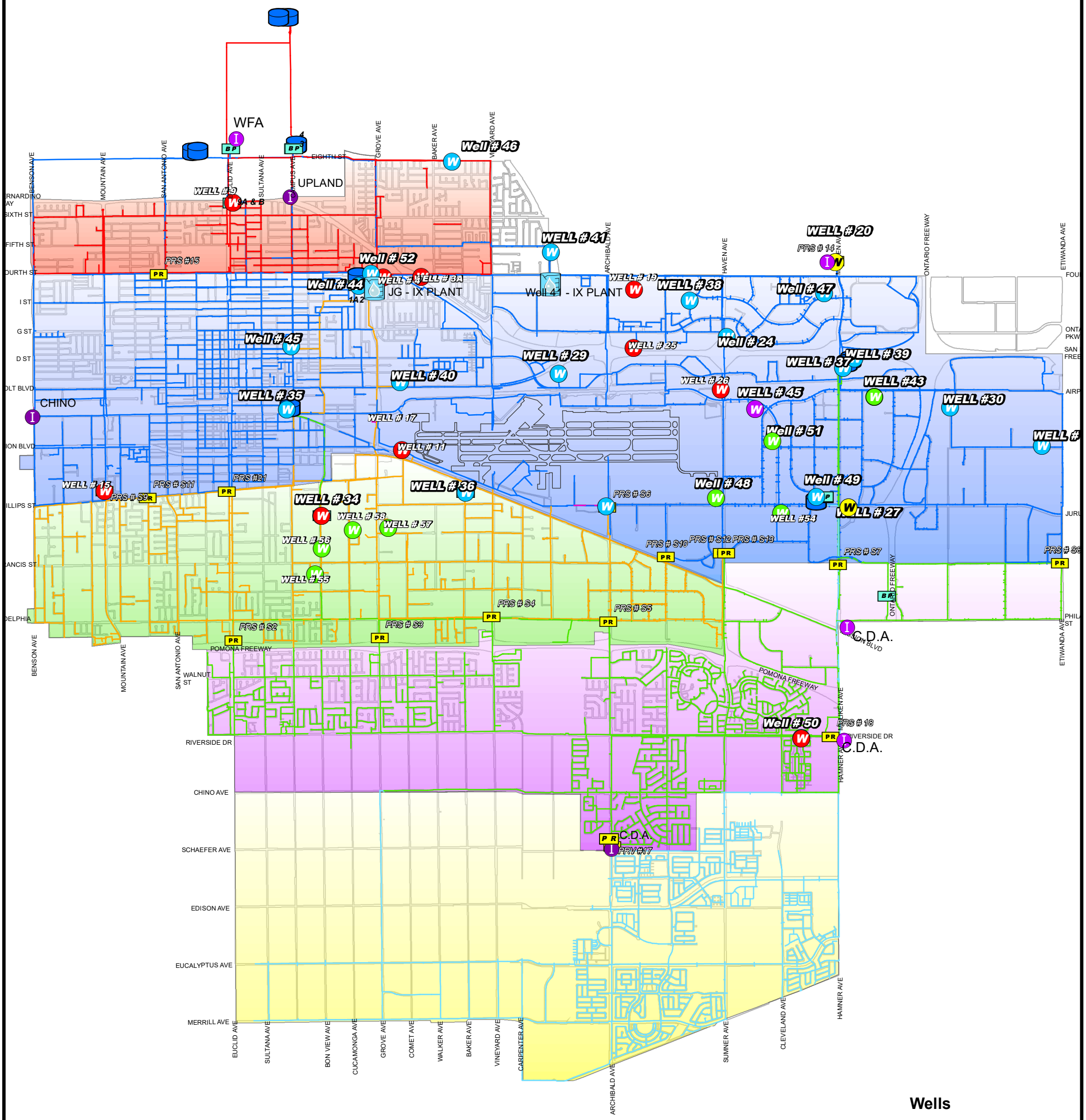
Approved:

(Signature) Scott Ochoa, City Manager — Date

EXHIBIT A

Water System Map

Wells - Reservoirs - Interconnections - PRVs - PZ



Wells

- Active
- Future
- Inactive
- Standby
- In Construction
- Reservoirs
- Interconnections
- PRV selection
- Booster Stations

Contract/Contingency Recap Worksheet

Vendor Name: HP Communications, LLC
Agreement Type: Construction Contract
Description of Scope: On-call citywide fiber conduit installation services for Broadband expansion.

Document	Date	Value	Term	Description
Original Agreement	1/17/2023	$ 8,000,000	3 years ending 01/31/2026	On-call citywide fiber conduit installation services for Broadband expansion.
Amendment No. 1	5/21/2024	$ 274,071	3 years ending 01/31/2026	Adding various OMUC property locations to scope of work.

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers 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: 10

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP FOR THE PREPARATION OF DESIGN AND CONSTRUCTION DOCUMENTS FOR THE GRAND PARK PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute a Professional Services Agreement with SWA Group, of Laguna Beach, California, for the preparation of the design and construction documents for the Grand Park Project for a total not-to-exceed contract amount of $5,972,996; and

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

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:

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

Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The proposed Professional Services Agreement with SWA Group is a total amount not-to-exceed $5,972,996. The Fiscal Year 2023-2024 Adopted Budget includes appropriations in the Park Impact Fund for the preparation of design and construction documents for the Grand Park Project.

BACKGROUND & ANALYSIS: In December 2021, the City Council approved the conceptual master plan and the preliminary park design for Phase 1 of Grand Park. Phase 1 builds upon the framework established in the conceptual park master plan and is comprised of approximately 130 acres of land and occurs within the eastern portion of Ontario Ranch. This phase is bordered by

Grand Park Street to the north, Eucalyptus Avenue to the south, Haven Avenue on the east and Archibald Avenue on the west. This portion of the park incorporates a central arroyo as drainage, meadows, fields as dual-use and a hierarchy of trail systems. Park amenities are proposed in the center of this phase, which include a “Market Alley” where farmer’s markets, food trucks, and community events can be organized. There are plans for a community barn and farm hub, kid’s corral (a children’s playground), and an amphitheater along the central plaza.

On June 15, 2023, Staff released a Request for Pre-Qualification (RFPQ) to qualified companies for a Design-Build approach to design and build Grand Park. Two companies met the RFPQ qualifications.

On January 23, 2024, a Request for Proposals (RFP) was released to the two companies who qualified from the RFPQ. However, with only one company submitting a proposal, the City Attorney recommended rejection of all proposals, since there is no comparable cost to validify the costs in the proposal.

Staff rejected the proposal and decided that a Design-Bid-Build approach will work better for Ontario’s Grand Park. SWA Group was the original designer who conceptualized Ontario’s Grand Park and did the bridging documents for the RFP and has intimate knowledge of the City’s wants and needs for The Grand Park. Staff recommends awarding the Professional Service Agreement to SWA for the preparation of design and construction documents for the Grand Park Project. Grand Park is anticipated to be operational by Summer of 2027.

CITY OF ONTARIO
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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

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This 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 with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **SWA Group, Inc.**, a California Corporation, with its principal place of business at **570 Glenneyre Street, Laguna Beach, California 92651** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Architecture, Landscape Architecture, and Engineering** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **Design and Preparation of the Construction Plans for the Ontario Grand Park Project** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Architecture, Landscape Architecture, and Engineering** consulting services necessary for the Project ("Services"). The

Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **May 21, 2024, to October 27, 2028**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Million Nine Hundred Seventy-Two Thousand and Nine Hundred Ninety-Six Dollars ($5,972,996)** without the written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City

and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Sean O'Malley, PLA Managing Principal.

3.3.5 City's Representative. The City hereby designates Rudy Zeledon, Community Development Assistant Director or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Sean O'Malley, PLA Managing Principal or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at

all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other

Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any

other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $2,000,000 per occurrence and no less than $4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with

limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability: (1) Additional Insured: The City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by

giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents

created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	SWA Group 570 Glenneyre Street Laguna Beach, CA 92651 ATTN: Sean O'Malley, PLA Managing Principal
City:	City of Ontario 303 East "B" Street Ontario, CA 91764 ATTN: Rudy Zeledon, Community Development Assistant Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless,

pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work,

disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid,

illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SWA GROUP, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on 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

SWA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

swa **Laguna Beach**
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Shuyi Chang
Richard Crockett
Ning Deng
Marco Esposito
Leah Hales
Ying-Yu Hung
Bill Hynes
Jeremy Klemic
Hui-Li Lee
James Lee
Margaret Leonard
Chih-Wei Lin
Ye Luo
Scott McCready
Charles S McDaniel
Timothy Peterson
Haifeng Ren
Rhett Rentrop
Michael Robinson
R Joseph Runco
Raymond Siu
David P Thompson
James Vick
John L Wong
Jack Wu
Shuntaro Yahiro
Ji Hyun Yoo
Peiwen Yu
Yang Zhang

swa

April 8, 2024

City of Ontario
1333 S. Bon View Avenue
Ontario, CA 91761

Attn: Daniel Beers, Design & Construction – Principal Project Manager
Re: Grand Park Phase 1
Ontario, San Bernardino County, California

Dear Dan:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above.

This Agreement is by and between SWA Group (SWA), a California corporation, and the City of Ontario (the Client), a municipal corporation organized un the laws of the State of California.

SWA shall provide professional services on the project referenced above, the extent of which is indicated on the attached Exhibit A-1. The general scope to be defined by the full build-out bridging documents (Exhibit A-2) and the Council's Conditions of Approval (Exhibit A-3). The document defines the program and square footage of all items in the park.

SWA has hired a team of professional sub-consultants for this project, their scope of work is indicated in attached Exhibits B through E. Our team includes: Bickel Group, Inc. for Architecture (Exhibit B); Tait & Associates, Inc. (Exhibit C) for Engineering; Lighting Design Alliance, Inc. (Exhibit D) for Lighting Design; and RSM Design (Exhibit E) for Signage & Wayfinding.

SCOPE OF SERVICES

SWA will provide design update, design development, construction documentation, construction observation services, and as later described for the following scope items:

A. Landscape Architecture

1. Pedestrian, plaza, bikeways and decorative vehicular pavements.
2. Landscape walls, steps, railings and related site elements not a part of the buildings, if any.
3. Planting.
4. Irrigation: High efficiency, weather/ET based irrigation system downstream from mainline point-of-connection.
5. Preparation of conceptual grading plan indicating the grading design through use of contours and/or spot elevations.
6. Fences, trellises, shade structures, decks and fixed seating devices, if any.
7. Site furnishings including benches, tables, umbrellas, planter pots, trash receptacles, bike racks and drinking fountains, if any.
8. Coordination, locating, and utility connection for temporary event structures & kiosks.

9. Coordination with the civil engineer to maintain the aesthetic and surface function on the engineered grading and water quality plans.

10. Child play areas conceptual layout with pre-fab equipment only.

B. Architecture

1. Building architecture as indicated in Exhibit B.

C. Engineering

1. Site-wide engineering including civil, site structural, site electrical, site plumbing, surveying, geotechnical, traffic and dry utility engineering, as indicated in Exhibit C.

D. Lighting

1. Site-wide lighting design as indicated in Exhibit D.

E. Signage & Wayfinding

1. Site signage & wayfinding as indicated in Exhibit E.

F. Assumptions

It is assumed that previously prepared surveys, boundary mapping, and base mapping (utilities and other infrastructure) will be provided by the Client for the adjacent and existing developments. This proposal assumes that the provided data can be used and relied upon for existing and join conditions.

G. Sub-consultants Not Contracted to SWA

If requested by the Client, SWA may retain and direct the services of the following professional consultants. Fees for such services are not included in this contract and shall be the subject of future agreements.

1. Soils consultant.

2. Professional perspective renderings or animations.

3. Arborist, horticultural consultants.

I. PHASE 1

A. Design Update

1. The landscape architectural concept for Grand Park has been developed. This phase will allow the consultant teams, new to the project, and others additional time to provide more advanced drawings for the rest of the park.

2. The other design teams will provide conceptual and schematic design – all of which will be coordinated with the existing park design.

3. Changes to the design will be noted, discussed, and documented.

4. Deliverables

a. Landscape Architectural Deliverables:

i. Updated package reflecting any plan changes to accommodate changes needed by other disciplines.

b. Architecture:

i. Design package as indicated in Exhibit B.

c. Engineering:

i. Design package including civil, site structural, site electrical, site plumbing, geotechnical, and dry utility engineering, as indicated in Exhibit C;

ii. Rough Grading Plans will be delivered four (4) weeks after the conclusion of this phase.

d. Lighting:

i. Design package as indicated in Exhibit D.

e. Signage & Wayfinding:

i. Design package as indicated in Exhibit E.

5. Meetings

SWA will attend meetings with the Client and the project team as needed during this phase.

6. Duration

The duration for this phase will not exceed twelve (12) weeks.

II. PHASE 2

A. Design Development

1. Following approval of the design and the Client's authorization to commence design development, SWA's team shall prepare design development drawings and a preliminary estimate of probable construction cost for the design. The design development plans will define the character and essentials of the project, including selection of materials. An overall strategy for site soils will be identified, including recommended analysis, stockpiling, removal amendments, etc. Plant selections will be refined based on soils suitability or limitations. Stormwater management, infiltration and treatment areas will be identified and coordinated with other project consultants. Water feature mechanical and electrical systems.

2. Design development of architecture scope of work as indicated in Exhibit B.

3. Design development of engineering scope of work including civil, site structural, site electrical, site plumbing, geotechnical, and dry utility engineering, as indicated in Exhibit C.

4. Design development of lighting scope of work as indicated in Exhibit D.

5. Signage and wayfinding scope of work as indicated in Exhibit E.

6. Deliverables

a. Landscape Architectural:

i. Layout and materials plan;

ii. Area enlargement plans;

iii. Planting plan;

iv. Irrigation typology diagram;

v. Site furnishings, lighting, materials images;

vi. Plant list;

vii. Sections and/or elevations;

viii. Design development, key element details;

ix. Preliminary water demand estimate;

x. Preparation of code required Cal Green shade coverage analysis documents;

xi. Preliminary estimate of probable construction costs.

b. Architecture:

i. Plans and reports as indicated in Exhibit B.

c. Engineering:

i. Plans and reports as indicated in Exhibit C.

d. Lighting:

i. Plans and reports as indicated in Exhibit D.

e. Signage & Wayfinding:

i. Plans and reports as indicated in Exhibit E.

7. Meetings

SWA will attend meetings with the Client and the project team as needed during this phase.

8. Duration

The duration for this phase will not exceed sixteen (16) weeks.

III. PHASE 3

A. Construction Documentation

1. Upon the Client's approval of the design development plans and preliminary cost estimate, SWA will develop working drawings and technical sections of specifications to construct the work in a total of two (2) drawing packages, and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. The Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.

1. One drawing package for each: (1) Main Site and (1) Off-Site Improvements.

2. SWA shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

3. In developing working drawings and technical sections of specifications, SWA's team shall coordinate its services with those of other project consultants to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by the Client at the end of the preliminary design phase.

When the final estimate of probable construction cost is one hundred twenty percent (120%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to the Client.

4. Deliverables

    a. Landscape Architectural Deliverables:

        i. Material schedules;

        ii. Layout plan;

        iii. Area enlargement plans;

        iv. Irrigation plan;

        v. Irrigation water use calculations, as required;

        vi. Tree planting plan;

        vii. Ground plane planting plan;

        viii. Plant list;

        ix. Construction, irrigation, & planting details for all landscape elements;

        x. Mock up details;

        xi. Technical landscape specifications in CSI format;

        xii. Updated cost estimate.

    b. Architecture:

        i. Construction documents as indicated in Exhibit B.

    c. Engineering:

        i. Construction documents as indicated in Exhibit C.

    d. Lighting:

        i. Construction documents as indicated in Exhibit D.

    e. Signage & Wayfinding:

        i. Construction documents as indicated in Exhibit E.

5. Additional drawing packages, beyond the two included herein, will be considered Additional Services provided for an amount to be agreed upon between the parties in writing.

6. Meetings

    SWA will attend meetings with the Client and the project team as needed during this phase.

7. Duration

    The duration for this phase will not exceed twenty (20) weeks.

IV. PHASE 4

A. Construction Observation

1. SWA's team shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep the Client informed of the progress of construction. SWA may recommend to the Client the rejection of work failing to conform to the contract documents.
2. This phase does not include design updates to the plans.
3. SWA shall select and pre-tag specimen plant materials that are to be City-supplied or proprietarily selected.
4. SWA shall prepare and process change orders with prior approval of Client.
5. Provide clarification of construction documents and respond to contractor Requests for Information.
6. SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and the Client agrees to hold SWA harmless from and against any and all losses, claims, or damages arising out of or related to contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.
7. All punch list items will be reviewed in the field by the Contractor and City Inspector with verification of completeness to be provided prior to preparation and signature/stamp of the grading certification for the City's records. Certification includes visual inspection of field elements only and does not include survey.
8. Deliverables
    a. Site visit reports.
    b. Submittals review.
    c. Review of mock-ups and shop drawings.
    d. Field sketches for clarifications purposes.
    e. Responses to RFI's.
    f. Punch list report.
9. Construction Site Visits

    Site visit/construction observation meetings will be provided that may be scheduled as follows:

    a. Landscape Architecture:
        i. Client pre-construction coordination;
        ii. Pre-construction meeting with contractor;
        iii. Layout of hardscape elements;
        iv. Mockup review;
        v. Fine grading;

vi. Irrigation;

vii. Nursery visit;

viii. Planting;

ix. Punch list/substantial completion (begin establishment period);

x. End of establishment period/final acceptance.

b. Architecture:

i. As indicated in Exhibit B.

c. Engineering:

i. As indicated in Exhibit C.

d. Lighting:

i. As indicated in Exhibit D.

e. Signage & Wayfinding:

i. As indicated in Exhibit E.

10. Duration

The duration for this phase will not exceed sixty (60) weeks.

V. DEVELOPMENT BUDGETS

A. As part of Design Development Phase, a proposed landscape construction budget for all items of work under the Scope of Services shall be established and approved.

B. This budget shall be revised and approved at the completion of the Construction Documentation Phase.

C. In the event that this budget is reduced or increased by more than 20% between the time of approval of the schematic design phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.

VI. DESIGN APPROVAL

Daniel Beers has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Mr. Beers is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

VII. MEETINGS

A. SWA meetings with the Client and/or project team during durations listed in Phase 1 through Phase 3 will be attended as needed. Additional meetings required after durations noted above expire will be considered Additional Services.

B. Sub-consultants will attend meetings as outlined in their corresponding Exhibit.

C. Additional site/construction observation visits after Phase 4 duration expires, or outside of amount included in the Sub-consultants corresponding Exhibit, will be considered Additional Services.

D. Travel expenses shall be billed as Reimbursable Costs pursuant to Appendix A.

VIII. EXCLUSIONS TO SCOPE OF SERVICES

Items not specifically identified in the scope of services sections of this proposal are excluded from this work effort and if requested by the Client shall be considered Additional Services. The Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

1. Soils testing except for those listed in Exhibit C.
2. Existing site engineering and utility base information.
3. Engineering other than that provided within the Scope of Services.
4. Shoring design.
5. Gas or telecom design.
6. Utility locating and potholing.
7. Site environmental studies and documentation.
8. SWPPP.
9. Plan check, permit fees, utility company fees, or any fees as may be required by regulatory agencies.
10. BIM/REVIT or similar.
11. LEED documentation preparation and analyses.
12. Graphic design.
13. Expediting, code, zoning consultant.
14. Any item not specifically addressed in this proposal.

IX. FEES AND TERMS

Services described above shall be provided for the fixed sum of Five Million, Eight Hundred Twenty-Six Thousand, Nine Hundred and Ninety-Six ($5,826,996) Dollars, not including Reimbursable Costs or those Excluded Services, in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference.

We estimate the following fee breakdown by phase:

Phase	Fee	Duration
Phase 1 - Design Update	$802,620	12 weeks
Phase 2 - Design Development	$1,519,547	16 weeks
Phase 3 - Construction Documentation	$2,630,221	20 weeks
Phase 4 - Construction Observation	$874,608	60 weeks
Fee Total*	**$5,826,996**	

**not including reimbursable costs estimated below*

We estimate the cost of Reimbursable Costs as identified in Appendix A will not exceed $146,000 (approximately 2.5%) without further authorization from the Client. Total Contract Value NTE $5,972,996.

We would be pleased to answer questions you may have or to clarify the various points above. If this proposal meets with your approval, please issue a formal agreement so we may commence with work.

SWA reserves the right to review the Client's Professional Services Agreement if provided, and work is subject to negotiation and mutual agreement to Terms and Conditions between the parties.

Sincerely yours,

SWA Group



Sean O'Malley
Contracting Agent
Landscape Architect, CA License #3286
Landscape Architects are licensed by the State of California.

SOM/SR/GA/JW/dp

Proposal copyright ©2024 by SWA Group. No portion of this proposal may be copied or distributed to without the written permission of SWA Group.

APPENDIX A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and the City of Ontario (the Client), a municipal corporation organized un the laws of the State of California (the Client), dated April 8, 2024.

This Agreement supersedes any previous agreement or arrangement in relation to the Services (whether oral or written) and represents the entire understanding in relation to the Services.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

A. Cost of copies of drawings, specifications, reports and cost estimates; in-house prints, reprographic and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.

B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.

C. Delivery or messenger expenses, cost of postage other than first class mail.

ADDITIONAL SERVICES

Provided SWA has been paid per this agreement, Additional Services may be provided for an amount to be agreed upon between the parties in writing. The following principal(s) are committed to this project:

Principals	Rate / Hour
O'Malley	$341
Rydzon	$225

Other principals, if used on this project, have rates ranging from $220 to $352 an hour. These rates may be increased subsequently without written notice. Current staff rates range between $115 and $180.

Additional Services are any services not included within the contract scope and include but are not limited to:

A. Professional renderings, special process printing, special equipment, special printed reports or publications, maps and documents, requested by the Client and approved in writing.

B. Making planning surveys, feasibility studies, and special analyses of the Client's needs to clarify requirements for project programming.

C. Master planning.

D. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.

E. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by the Client.

F. Repackaging or modifications to plans due to changes by other consultants following completion of SWA's 100% construction documents.

G. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.

H. Services with respect to replacement of any work damaged during construction.

I. Services required as a result of the default or insolvency of contractor.

J. Providing prolonged construction observation should the construction time be substantially extended through no fault of SWA.

K. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.

L. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process or phasing outside the control of SWA.

M. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.

N. Fees for additional consultants not included in SWA's Basic Services and retained with the approval of the Client.

O. In-house professional photography.

P. 3D printing.

STATEMENTS

Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices. The Client will notify SWA of any disputes or questions regarding an invoice within fifteen (15) days of the Client's receipt of the invoice in question.

ACCOUNTS

Accounts are payable net thirty (30) days from date of invoice at our office in Sausalito, California. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within sixty (60) days of invoice date.

INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of $1,000,000.00.

B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of $1,000,000.00 for any one accident, bodily injury and property damage combined single limit.

C. Commercial automobile liability insurance covering SWA for claims arising from hired and non-owned vehicles covering death or bodily injury and property damage with limits of $1,000,000.00 for any one accident, bodily injury and property damage combined single limit.

D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of $2,000,000.00 per claim and $4,000,000.00 in the aggregate.

E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to the Client upon written request.

F. Should the Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by the Client in advance.

G. Upon written request by the Client, SWA shall use its best efforts to have the Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer

H. Each Sub-consultant contracted through SWA on this project is carrying their own insurance as indicated in Exhibits B, C, D, and E.

INDEMNIFICATION

A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) the Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.

B. The Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

1. The negligent errors or omissions or willful misconduct of the Client, its contractors, subcontractors, agents or employees.

2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by the Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by the Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.

3. Failure of the Client to provide information or services required to be provided by the Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.

4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. The Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding the Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

STANDARD OF CARE

The standard of care applicable to this Agreement shall be that level of care and skill ordinarily practiced by professionals practicing in the same discipline, location, and at the same time as the services provided by SWA.

LIMITATION OF LIABILITY

The Client agrees, to the fullest extent permitted by law, to limit the liability of the SWA and SWA's officers, directors, partners, employees, shareholders, owners and subconsultants (the SWA Parties) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the SWA Parties shall not exceed $50,000.00, or one half (½) of the Architect's total stipulated fee for the services rendered under this Agreement, whichever amount may be greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONFIDENTIALITY

SWA will take reasonable precautions to protect and maintain the confidentiality of any information supplied by the Client during the course of this Agreement which is identified in writing by the Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to the Client.

RIGHT TO SUSPEND SERVICES

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding $5,000.00; or (b) unpaid project invoices over ninety (90) days old exceed $5,000.00 in the aggregate.

AUTHORIZATION TO PROCEED

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to the Client upon request. The Client has license to use/reproduce for purposes of this project provided payments are made to SWA when due.

ESTIMATES OF PROBABLE COST

As SWA has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the SWA's experience and judgment as a design professional; but SWA cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2010 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

CURRENCY

All payments to SWA will be made in lawful United States currency, free and clear of any taxes, liens or deductions of any type. The Client will reimburse SWA if any such assessments occur.

CREDITS/ACKNOWLEDGMENTS

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/client) in project identification boards, published articles, promotional brochures, social media and similar communications.

FORCE MAJEURE

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by the Client resulting from such delay, caused by any act or neglect of the Client or the Client's representatives, or by any third person acting as the agent, servant or employee of the Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the reasonable control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agents or representatives, shall be borne entirely by the Client.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California.

VALIDITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to arbitration pursuant to the JAMS Arbitration Rules then in effect. Arbitration through JAMS shall be the sole and exclusive venue for any dispute and the Client waives any right to challenge such jurisdiction. The Prevailing Party—defined as the party ultimately more successful relative to the final offer or demand—shall be entitled to recover its reasonable attorneys' fees and costs. All disputes shall be governed by the law of the jurisdiction where the project is located.

SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION AND WORK STOPPAGE

It is understood that these services may be terminated upon ten (10) days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above. Additionally, in the event that the Client stops the project for longer than thirty (30) days, SWA will be compensated for all work which has been performed by SWA prior to the date of work stoppage and payment shall be paid by the Client for such work to SWA within thirty (30) days of SWA's invoice to the Client for those services rendered.

If the Project is suspended or not active for more than twelve (12) months, SWA may, at its discretion, re-negotiate with the Client its compensation hereunder.

If the Project is suspended or not active for more than eighteen (18) months, this Agreement will be terminated without notice.

REVOCATION

This proposal shall be considered revoked if acceptance is not received within sixty (60) days of the date hereof. If SWA does not receive a signed copy within this period, SWA reserves the right to revise the fees.

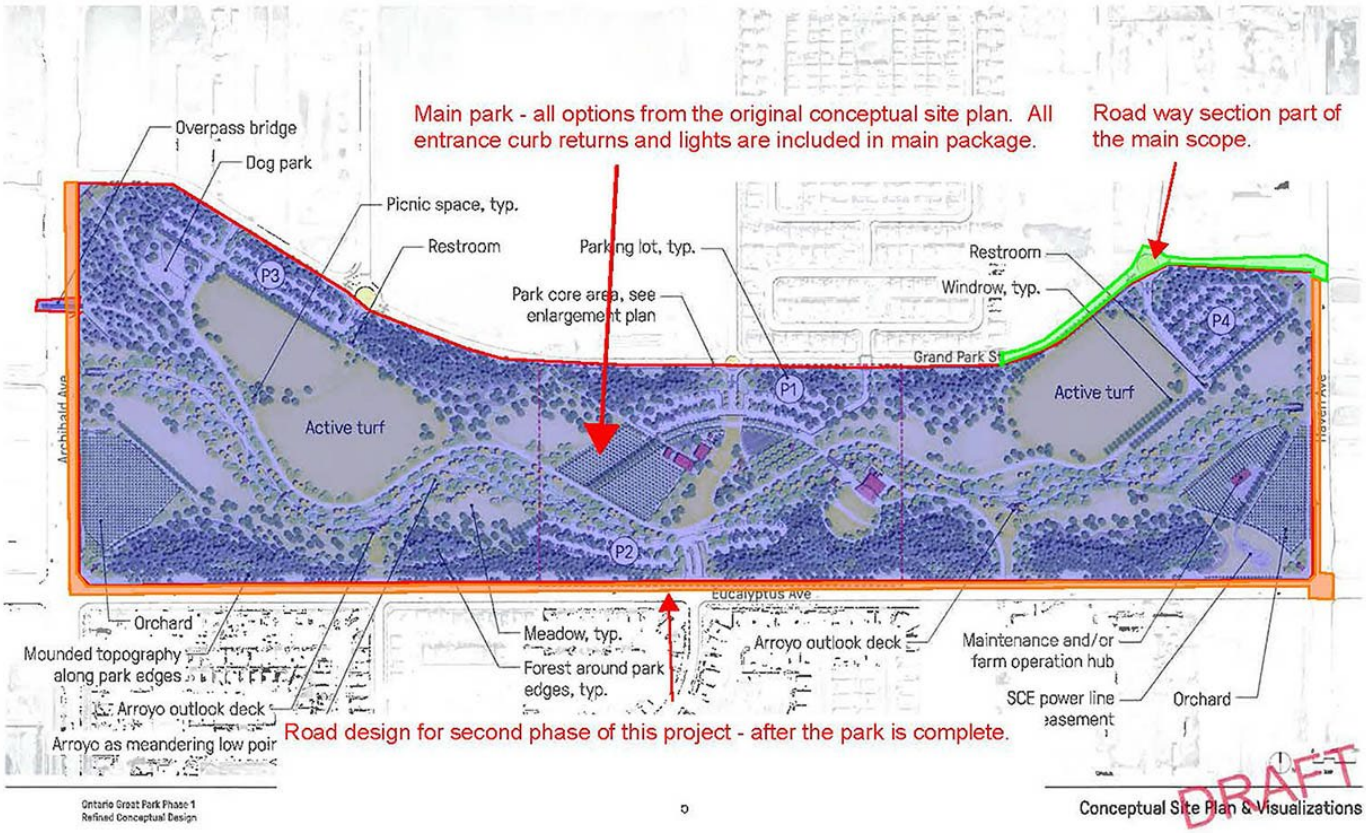
ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

END

EXHIBIT A–1

Conceptual Site Plan



BICKEL GROUP INCORPORATED

BICKEL GROUP ARCHITECTURE

April 5, 2024

Mr. Stephen Rydzon - Principal
SWA
570 Glenneyre Street
Laguna Beach, CA
srydzon@swagroup.com

Re: Architectural Proposal for:
Ontario Grand Park – Miscellaneous Structures
Ontario, CA

Tracking No. 24320

Dear Steve:

The following is a proposal for Bickel Group, Inc. to provide architectural and engineering services for the above-referenced project.

Project Description:

This project consists of a new community park at the northwest corner of Mulberry Dr. and Scott Ave. in Whittier, California.

Structures included in this proposal are as follows:

(a) A3 – Picnic Pavilion
(b) A4 – Arroyo Outlook Pavilion
(c) A5 – Entry Trellis (re-used in the exact same configuration at all corners of the park)
(d) A6 – Educational Garden Trellis
(e) A9 – Educational Garden Wood Deck
(f) A10 – Arroyo Outlook Wood Deck
(g) SB1 – Amphitheater Building with Stage atop with overhead structures
(h) SB1a – Education Garden Accessory Building
(i) SB2 – Park Information Kiosk
(j) SB3 – Community Barn
(k) SB4 – Farm Operations Building (foundations only for prefabricated steel building)
(l) SB5 – Farm Operations Accessory Building
(m) SB6 – Park Maintenance Facility
(n) SB7 – Community Farm Shed
(o) A1/2- Restroom Buildings (design only)
(p) Drinking Fountains

Scope of Services:

Bickel Group and its consultants will provide architectural design, structural, electrical, lighting, mechanical, plumbing and acoustical engineering, construction documents for these disciplines, and construction administration on the project. Civil engineering, soils engineering, and fire protection engineering are not included in the Bickel Group scope of work. Bickel Group will provide coordination with the client's consultants to integrate all design work into a comprehensive package.

Site Planning– Assumed complete, no scope included.

Schematic Design – Completed by SWA

Planning Department Approval – Assumed not required, no scope included.

Design Development – The schematic designs will be refined and adjusted to create structures that are architecturally and economically consistent with the project program, from there hardline drawings of the floor plan, roof plan, elevations and building sections will be created to confirm that all schematic ideas are achievable, and to further define the engineering systems, exiting, exterior detailing and finishes. After approval by the client, further development of the design development drawing will be provided as an additional service.

Construction Documents - Based on approved design development drawings and any subsequent information supplied by the client, owner or other stakeholders, construction documents will be created for the purpose of competitively bidding, obtaining a building permit, and subsequently constructing the project. The base fee includes conventional processing of construction documents for permit. Additional time required to expedite plan check or process plans through other-than-traditional building, planning and fire department review, will be provided on a time and materials basis per the schedule below.

Construction Administration – Construction administration will be provided by Bickel Group and its direct consultants. This includes review of shop drawings and coordination with contractor on construction questions. The base fee assumes that the contractor will provide a full-time on-site superintendent with digital photo and e-mail capability.

Fee: The fee for the above services is broken down as follows:

Design Update Phase:

Architectural:	$55,000
Structural:	$16,000
Electrical:	$14,000
Mech. Plumb.:	$16,000
Acoustic Eng.:	$15,000
A/V, IT, & Security:	$16,000
Lighting:	$14,000

Architectural Doc's.
& management of engrs:

DD	$61,000
CD	$193,000
CA	$77,000

Structural Eng.:

DD	$24,000
CD	$105,000
CA	$35,000

Elec. Eng.:

DD	$8,000
CD	$48,000
CA	$12,000

Mech. / Plumbing Eng.

DD	$11,000
CD	$46,000
CA	$12,000

Acoustic Eng.

DD	$6,000
CD	$18,000
CA	$11,000

A/V, IT & Security.

DD	$11,000
CD	$51,000
CA	$17,000

Lighting Des.:

DD	$8,000
CD	$23,000
CA	$12,000

Total Base Fee: $935,000 (plus reimbursables)

The client/owner will be invoiced monthly for work done in the preceding month. Payment on all invoices is due within thirty (30) days of the invoice date. Interest will be charged on all unpaid invoices at a rate of 1.0% per month, until payment is received.

Additional Services / Reimbursables:

Services requested by the owner/client which are not in the basic scope of work will be charged per the schedule below by Bickel Group and at the rate charged to Bickel Group**,** plus ten percent, for work requested of its sub-consultants.

Sr. Principal..... $195/hr.
Director / Principal..... $180/hr.
Project Manager.....$165/hr.
Job Captain..... $150/hr.
Architectural Staff.....$140/hr.
Clerical Staff..... $90/hr.
Consultants Services.... Cost plus 10%

Reimbursable expenses (including expenses of reproductions; postage and handling of documents; drafting/graphic materials; transportation in connection with the project; expenses in connection with authorized out-of-town travel; plotting of CAD documents; and long-distance communications) are in addition to basic services and shall be reimbursed at the amount expended by our firm, plus a 10% administration fee for processing the expenses through our office.

Reimbursable fees will not exceed $10,000 without prior written approval.

Exclusions / Qualifications

1) The client / owner will contract directly with a soils engineer, civil engineer, and testing agency for the project.

2) Structures In contract: site screen walls, guardrails, garden decks, fencing, sign structures, and trellises. (as depicted on SWA design pages L7.05, L7.07, L7.08, L7.09, L7.10, L7.11, L7.13, L7.14, L7.15, L7.16, L7.16, & L7.17)

3) Not in contract: Bridges, Culvert overpasses, Retaining walls

4) The lighting design includes the Amphitheater, seating, stage, interior and exterior of the building.

5) The above fee includes up to twenty (20) in person meetings at the city for coordination and progress review during the DD and CD phases by the Architect.

6) The above fee assumes all structures will be drawn and submitted for plan check in a single phase.

7) Landscape Architecture is assumed to be by SWA.

8) The above fee includes two 3-D color renderings of each building.

9) The above DD fee includes 2-D color elevations of each building.

10) The above fee does not include design and engineering of any site retaining walls if required on the project.

11) The above fee includes architectural “design” of the typical toilet facility buildings. All engineering and approvals are to be done by the design-build manufacturer.

12) The base fee includes twelve (12) site trips / observations by the structural engineer. If additional trips are required by the city, contractor, or owner, they will be billed at a flat rate of $900 each.

13) The Construction Admin. fee includes up to twenty (20) trips to the job site in addition to staff time over sixty weeks (60) weeks for shop drawings, RFIs, review of pay applications, and "on-line OAC meetings. Any additional site trips will be charged at $900 each, and additional in-house time will be charged per the Bickel Group rate schedule above.

Thank you for your consideration. Please let me know if you feel any of the assumptions made in this proposal should be modified to better suit the project. We will be happy to work with you on anything necessary to accommodate your needs.

Respectfully Yours,



James S. Bickel, Jr., AIA
President C-20925

701 N. Parkcenter Drive, Santa Ana, CA 92705
www.tait.com | 714.560.8200

April 5, 2024
Mr. Steve Rydzon, PLA, ASLA
SWA
570 Glenneyre Street
Laguna Beach, CA 92651-2453

PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ONTARIO GRAND PARK

Dear Mr. Rydzon:

TAIT & Associates, Inc. is pleased to submit the attached proposal to provide Engineering Services for the Grand Park project located in Ontario CA. This proposal is based on our recent discussions and the information provided to us, including but not limited to the Schematic Phase "Bridging Documents" plan set, the Conditions of Approval, and scope of work exhibit provided to us on March 29, 2024. TAIT's proposed services include the following disciplines and/or sub-consultants required for the development of the Phase 1 Grand Park Improvements:

- **Civil Engineering Services** TAIT & Associates
- **Surveying Services** TAIT & Associates
- **Geotechnical Engineering Services** Southern California Geotechnical
- **Traffic Engineering Services** TJW Engineering, Inc.
- **Dry Utility Services** RGI Utility Consultants
- **Structural Engineering Services** ISE Structural Engineers

All sub-consultant scopes, fees, and proposals have been included in their entirety as supporting material as attachments to this proposal. TAIT's scope of work descriptions provided on the following pages are for Civil Engineering and Surveying tasks only. All scope descriptions for sub-consultant scopes are deferred to the attached sub-consultant proposals.

It is understood that the extension of Grand Park Street, to the east, will be made a part of the Phase 1 On-site improvement plans, while the improvements within the Right of Way of S. Archibald Avenue, Eucalyptus Avenue, and Haven Avenue will be presented in a standalone set of construction documents that will be constructed at a later phase of work. It is also understood that the construction of the pedestrian bridge will be included as part of the Phase 1 improvements. Per RFP requirements, proposed scope and fees have been sub-divided for each discipline based on these two design packages (Phase 1 On-site, and Phase 2 Off-site) and are estimated based on the following stages and duration of work:

- **Design Update Phase**: 12 Weeks (*NOTE - Rough grading will be due 4 weeks later*)
- **Design Development**: 16 Weeks
- **Construction Documents**: 20 Weeks
- **Construction Observation**: 60 Weeks

The following key assumptions have been made in developing the proposed scope of work:

- All previous survey control data, boundary mapping, easements, title report, and topographic/aerial survey data will be provided to TAIT in its original Civil3D format.
- Existing utility base files and master roadway/design files for adjacent tracts will be provided to TAIT in CAD format
- Existing Civil design CAD files (conceptual grading and conceptual utility) will be provided to TAIT
- Existing draft reports (hydrology & water quality) will be provided to TAIT in PDF or Word format

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- It is assumed that the approved schematic design concept, grades, and layout are the proposed park concept and only minor updates will be made to the park design concept.
- Base scope for Survey assumes previous aerial survey and topographic survey is adequate for designing the proposed improvements. Alternate scope is provided for added pickup survey, drone aerial survey, and utility dips on an as-needed basis to augment the previously prepared survey data.
- Geotechnical engineering services are assumed to include all on-site, off-site (public roadway), and infiltration testing (on-site only). Should previous testing data be available for the proposed roadway network, scope may be reduced. Attention is directed to the Geotechnical Scope and Fee included as **Attachment B**
- Traffic Engineering Services is assumed to include all required signing and striping, traffic signal, public street lighting system, and public fiber optic system design within the public roadways and backbone utility easement. Attention is directed to the Traffic Engineering Scope and Fee included as **Attachment C.**
- Dry Utility Services is assumed to include all required undergrounding in the public right of way (Power and Low voltage), as well as on-site routing and point of services coordination for the proposed on-site power and low voltage services (including fiber). Per coordination with SWA and Bickel Group, it is understood that on-site electrical engineering services will be provided by the architectural team and that dry utility services will only provide the point of services form the transformer to the proposed building switch gear. All subsequent site electrical services will be through the architectural team. Attention is directed to the Dry Utility Services Scope and Fee included as **Attachment D**.
- Structural Engineering Services is assumed to include all on-site structural engineering services associated with site walls, site landscaping features (monuments, trellis, etc.), culverts, on-site light and sign foundations and the wing walls for the proposed pre-manufactured pedestrian bridge (piers/foundation by manufacturer). Structural engineering for buildings is to be provided by others. It is further assumed that structural design for traffic signal and public streetlight/sign foundations are provided per standard plan. Attention is directed to the Structural Engineering Services Scope and Fee included as **Attachment E**.
- Plan processing is assumed to be provided by others/the City. It is further assumed that all design plan submittals will be done digitally.
- Meetings are budgeted as digital meetings; however, occasional in-person meetings will be accounted for on an as-needed basis.
- Attendance and presentation at Council/commission presentation are assumed to not be required of the Civil consultant team.
- It is assumed the specifications and bid schedule will be structured to require the bidding contractor to be responsible for the preparation and approval of the SWPPP. TAIT's design will include design of erosion control plans which will serve as the minimum basis for the Contractor's SWPPP.

TAIT has the standing policy to take reasonable efforts to provide value engineering in every aspect of the design and throughout the preparation of each plan. This not only provides a high-quality product, but also promotes cost effective construction. All design is performed under the supervision of a California Registered Civil Engineer, and each project is reviewed for quality assurance by another Professional Engineer.

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PROPOSED SCOPE OF WORK

1) DESIGN UPDATE PHASE

1A) Civil Engineering Services

Topographic Survey & Control

All survey update scope and fee are assumed to be part of the Phase 1, on-site improvement costs. The base scope for TAIT's survey scope assumes that previously prepared survey data is adequate for the design fo the proposed improvements. The following tasks are assumed as part of the base scope for TAIT's adoption and verification of the previous survey data:

- Set up and re-establish control based on previous survey data. Fly drone aerial for new orthographic aerial background (no linework processing as base scope)
- Review previous mapping and update base file with latest encumbrances from client provided title report.
- Incorporate previous survey data and aerial survey.

Based on the findings from the above base scope tasks, the following additional survey tasks are included as optional/alternate tasks which may be required or recommended:

- Alt 1: Conduct additional pickup survey to augment drone aerial for joins
- Alt 2: Full Street Cross sections on Grand Park Avenue
- Alt 3: Half Street Sections on Archibald, Euclid, & Haven
- Alt 4: Full Boundary & Encumbrance Mapping
- Alt 5: Dip Utility Inverts
- Alt 6: Existing Easement Quitclaim Support (Assumes up to 2 easements)
- Alt 7: Proposed Easement/Dedication Mapping (Assumes up to 4)

Design Updates and Review

This work task includes time for project managers and the design team under TAIT's scope to review the project history and Agency requirements and to compile previously prepared survey and design data. It is assumed that the schematic design will not require major updates and that the previously completed design, grading, and layout will remain with only minor adjustments. All hours associated with this task are assumed to be part of the Phase 1, on-site improvement costs.

Rough Grading Package

Given the project's time constraints, TAIT proposes to prepare the Plans, Specification, and Estimates (PS&E) for the Rough Grading of the site as part of the Design Updates Phase in order to begin construction of the project by October of 2024.

Rough grading package will progress immediately in to the CD level of design and will include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Demolition	4
Rough Grading Plans	4
Erosion Control Plans	4
TOTAL SHEET COUNT:	**14**

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The above package is assumed to include the initial demolition and rough grading work required to mass grade the on-site elements of the grand park project. Offsite rough grading is not included in this task. This task assumes that water quality management plan will not be required for rough grading approvals and that post-construction detention/hydrology calculations will not be required. All costs associated with the hydrology/water quality design are included in separate tasks and assumed to be done in conjunction with the rough grading bid package but not requiring final approvals prior to bid and construction authorization.

This task also includes the engineers cost estimate (earthwork and demo quantities) as well as civil engineering construction specifications for the rough grading activities. Remediation work associated with the demolition activities as well as general contract specifications are assumed to be provided by others.

Preliminary Meetings & Coordination

TAIT will attend one kick-off meeting and provide support during the Design Update Phase. It is assumed that these meetings will take place digitally and that ton-site meetings will not be required. Meetings & coordination will be billed on a T&M basis and assumes up to 30 hours of effort in Phase 1 and 10 hours of effort in phase 2 design packages. All effort is assumed to be incurred concurrently.

2) DESIGN DEVELOPMENT (DD) PHASE

2A) Civil Engineering Services

DD Civil Plans

This task is provided to update the previously authorized SD design package to a DD level to include:

On-Site Phase 1 Improvements*:

- DD Precise Grading Package
  - Horizontal Control
  - Precise Grading
  - Drainage Improvements
  - Erosion Control (Provided at CD Phase Only)
- DD On-Site Utility Package (Water & Sewer)
- DD Underground Fire Water Package
- DD Fire Access Package
- DD Public Street Improvement Plans (Grand Park Avenue)
- DD Public Storm Drain Extension Plans
- DD Public Water Extension Plans (Grand Park Avenue)
- DD Public Sewer Extension Plans (Grand Park Avenue)
- DD Public Reclaimed Water Extension Plans (Grand Park Avenue)

Off-Site Phase 2 Improvements*:

- DD Public Street Improvement Plans
  - Archibald Avenue (1/2 Width)
  - Haven Avenue (1/2 Width)
  - Eucalyptus Avenue (North Parkway & Driveways Only)
- DD Public Water Extension Plans
  - Haven Avenue 12” Water Main

** See construction drawing phase for detail of each package.*

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The above noted packages will be set up to the design development level in order to further detail the connections, grading conditions, initial details, and phasing of the proposed civil improvements. Final Construction drawing details, notes, or callouts will be deferred to the construction drawing phase. The above noted civil engineering sheets will be combined with the individual traffic, dry utility, and structural sheets and transmitted to SWA for compilation and submittal to the City during the DD phase of work.

DD Reports

Preliminary Water Quality Management Plan

TAIT will prepare a preliminary WQMP to identify the appropriate BMP's for this project, based on field percolation tests and previous design layout and reports. Reports will be submitted to the City for preliminary review.

Preliminary Hydrology Study

A preliminary hydrology study will be prepared to outline the existing drainage patterns and peak flow rates as well as the proposed drainage tributary areas and peak flow rates in order to size the on-site storm drain system. It is assumed that any off-site storm drainage will be sized based on the City Drainage Master Plan and no further detention/retention systems will be required.

DD Estimate

TAIT will prepare an engineer's cost estimate for the Civil, Dry Utility, and Transportation related improvements. Site electrical, structural, and other discipline work are assumed to be estimated by others. Unit prices will be checked against recent projects. The cost estimate will be reviewed by the QA/QC Manager prior to each submittal per the quality assurance program.

DD Meetings, Coordination, and Project Management (T&M)

TAIT will provide meetings & coordination support during the Design Development Phase. It is assumed that these meetings will take place digitally and that on-site meetings will not be required. Meetings & coordination will be billed on a T&M basis and assumes up to 30 hours of effort in Phase 1 and 10 hours of effort in phase 2 design packages. All effort is assumed to be incurred concurrently.

3) CONSTRUCTION DOCUMENTS (CD) PHASE

3A) Civil Engineering Services

CD Plans

On-Site Phase 1 Construction Drawings Plans Are Assumed to Include the Following:

Precise Grading Package

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	2
Horizontal Control – Overall Control	1

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Horizontal Control – (40 Scale Open Space Areas)	6
Horizontal Control – (20 Scale Active Areas)	9
Precise Grading – (40 Scale Open Space Areas)	6
Precise Grading – (20 Scale Active Areas)	9
Precise Grading – (10 Scale ADA Blowup)	5
Drainage Plan – (40 Scale – Plan View Only)	3
Pedestrian Bridge Plans (20 Scale)	1
Wall Grading + Calcs	3
Erosion Control	4
TOTAL SHEET COUNT:	**50**

Based upon the Preliminary Grading Plan, TAIT will initiate the preparation of Precise Grading Plans to include all notes and details required for construction. It is assumed that TAIT's plans will be incorporated into the master package prepared by SWA. Detailed landscape improvements and decorative elements will be per the landscape improvement plans, by others.

On-Site Utility Package

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Water & Sewer Plans & Details (Plan View Only)	4
TOTAL SHEET COUNT:	**6**

Final Utility Plans will be prepared for the park limits in plan view only that includes sewer and water infrastructure, as well as storm drainage (for reference and conflict analysis only), within the park limits. Potable water and sewer services will be provided to on site amenities, tapping into existing public main lines. The irrigation system, including any on-site reclaimed water mains, will be prepared by others. A **"Final Utility Systems Map"** will be prepared per Condition 2.17. This task assumes the backbone public main lines have adequate capacity and upgrades or replacements are not required.

Fire Underground Package

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Fire Access Plans (40 Scale)	2
TOTAL SHEET COUNT:	**4**

The above package includes the preparation of the required underground fire water plans to provide services to the proposed on-site structures to be sprinklered as well as to lay out the proposed on-site fire hydrants. Water pressure models will also be developed for the proposed fire water system based on the final design layout. A new hydrant pressure test will be obtained from the water district prior to final modeling and submittal of plans to Ontario Fire. Results will be compiled in a memo for Ontario Fire review.

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Fire Access Package

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Fire Access Plans (60 Scale)	4
TOTAL SHEET COUNT:	**3**

The above package includes the preparation of the park fire access plan for circulation and review by Ontario Fire. It is assumed that TAIT will play a supporting role in determining the final fire access in conjunction with the landscape and the Project Architects.

Phase 1 Public Street Improvement Package (Grand Park Avenue)

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Street Improvement (40 Scale, Plan & Profile)	2
Roundabout & ADA Details (10 Scale Blowup)	1
TOTAL SHEET COUNT:	**5**

The above package includes offsite improvements for the approximate 1,500 l.f. extension of Grand Park Avenue to be prepared as part of the On-Site plan set. Improvements include roadway surface improvements and parkway improvements.

Phase 1 Public Storm Drain Extension Plans (Grand Park Avenue)

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Storm Drain Improvements (40 Scale, Plan & Profile)	2
TOTAL SHEET COUNT:	**4**

The above package includes offsite improvements for up to 1,500 l.f. extension of Grand Park Avenue storm drain system. Design to include inlets, laterals, and backbone storm drain for the portion of roadway included within the roadway extension only.

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Phase 1 Public Water Extension Plans (Grand Park Avenue)

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Water Improvements (40 Scale, Plan & Profile)	2
TOTAL SHEET COUNT:	**4**

The above package includes offsite improvements for up to 1,500 l.f. extension of Grand Park Avenue water main to connect to the proposed 12" water main in Haven Avenue. Design to include laterals, hydrants, and meters/backflow devices for the portion of roadway included within the roadway extension only.

Phase 1 Public Sewer Extension Plans (Grand Park Avenue)

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Sewer Improvement (40 Scale, Plan & Profile)	1
TOTAL SHEET COUNT:	**3**

The above package includes offsite improvements for up to 1000 l.f. extension of Grand Park Avenue sewer improvements to be prepared as part of the On-Site plan set. It is assumed that sewer extension will connect the backbone sewer main located within the public utility easement running through the park. Improvements include sewer lateral and mains.

Phase 1 Public Reclaimed Water Extension Plans (Grand Park Avenue)

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Reclaimed Water Improvement (40 Scale, Plan & Profile)	2
TOTAL SHEET COUNT:	**4**

The above package includes offsite improvements for up to 1,500 l.f. extension of Grand Park Avenue water main to connect to the proposed 12" water main in Haven Avenue. Design to include laterals, hydrants, and meters/backflow devices for the portion of roadway included within the roadway extension only.

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Off-Site Phase 2 Improvements*:

Phase 2 Public Street Improvement Package

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	2
Archibald Street Improvement (40 Scale, Plan & Profile)	2
Haven Street Improvement (40 Scale, Plan & Profile)	2
Eucalyptus Street Improvement (40 Scale, Plan & Profile)	5
ADA Details (10 Scale Blowup)	2
TOTAL SHEET COUNT:	**14**

The above package includes offsite improvements for:

1. Archibald Avenue - Widen approximately 1,600 l.f. of roadway, 23' along frontage, including all parkway improvements.
2. Haven Avenue – Widen approximately 1,300 l.f. of roadway 26' along the project frontage, including all parkway improvements.
3. Eucalyptus Avenue – Improvements limited to approximately 5,000 l.f. of the frontage parkway and driveway entrances.

Phase 2 Public Water Extension Plans (Haven Avenue)

DD Level plans will be updated to the CD level to include the following assumed plan types and sheets:

PLAN TYPE	NO. OF SHEETS
Title	1
Notes	1
Water Improvements (40 Scale, Plan & Profile)	2
TOTAL SHEET COUNT:	**4**

The above package includes offsite improvements for up to 1,500 l.f. extension of Haven Avenue water to connect to the 8" water main extension in Grand Park Avenue. Design to include laterals, hydrants, and meters/backflow devices for the portion of Haven Avenue only.

Final Reports

Final Water Quality Management Plan

The WQMP, prepared in the DD Phase will be further refined and finalized for approval by the City.

Final Hydrology Report

Based on the Preliminary Hydrology Study, a final hydrology report will be prepared to outline the existing drainage patterns and peak flow rates as well as the proposed drainage tributary areas and sizing of the on-site storm drain system.

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Specifications
Final Civil Engineering specifications will be prepared for compilation by SWA and City for bidding purposes.

Final Cost Estimate
TAIT will refine the previously prepared Preliminary Cost Estimate for bidding and bonding purposes. The cost estimate will be reviewed by the QA/QC Manager prior to each submittal per the quality assurance program.

CD Meetings, Coordination, and Project Management (T&M)
TAIT will provide meetings & coordination support during the Construction Drawing Phase. It is assumed that these meetings will take place digitally and that on-site meetings will not be required. Meetings & coordination will be billed on a T&M basis and assumes up to 30 hours of effort in Phase 1 and 10 hours of effort in phase 2 design packages. All effort is assumed to be incurred concurrently.

4) CONSTRUCTION PHASE
4A) Civil Engineering Services

Construction RFI & Submittals
This task includes construction assistance hours associated with reviewing and responding to RFIs and submittals during the course of the construction phase. The task assumes 40 hours for on-site/Phase 1 and 28 hours for off-site/Phase 2 of civil engineering blended rate support services.

Construction Meetings
This proposal provides for TAIT's efforts to participate in project related team meetings (as requested) and coordination efforts. This effort does not include labor to make changes to the plans after construction has commenced. TAIT's assumed budget for Construction Meetings during construction is based on an estimated 20 hours for on-site/Phase 1 and 12 hours for off-site/Phase 2 labor hours of a blended rate for support. It is further assumed that TAIT will not be required for weekly attendance throughout the 60 week construction phase and that attendance will be limited to meetings for which Civil input is needed.

PAD Certifications
During the construction phase, TAIT will provide a up to two pad certifications (inclusive of rough and precise grading). Certifications include only office review and engineering hours and it is assumed that all required field survey hours are provided by the selected construction surveyor.

Construction Punch List & Final Certification
Upon construction completion of the precise grading (final) phase, TAIT will conduct a single field review meeting for each phase of the project to verify (visual verification only) the as-built condition and provide any punch-list comments to the Design Builder/contractor for implementation. Should additional field visits be required due to repairs, additional fees and hours may be required.

As-Buit Plans
As-Buit Plans will be prepared based on contractor provided Red-Lines only. It is assumed that as-built plans will be provided in digital format only.

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Optional Services

Alt. 1 - 7. Optional Surveying Tasks (See Design Update Phase Description)

Alt. 8. Utility Locating/Potholing

The need for utility locating/potholing will be reviewed as part of the initial design phase of this project. Depending on the alternative selected and based on the City's desire to either verify any unknown crossings during design or defer to construction, TAIT will work with the City to obtain location specific proposals for any necessary utility locating, potholing, or tracing that may be desired. TAIT has provided a budgetary fee of $20,000 to cover the costs of any anticipated utility locating services on this contract. Upon authorization of the alternate work item, TAIT will obtain bids from qualified contractors and will work with the City to maximize this budget item.

Alt. 9. On-Sute Utility & Storm Drain Profiling

Base scope assumes that on-site utility layout and design will be in plan view only. Should the City require profiling of all on-site utilities, additional hours and fees will be required. The following added design is included in this alternate task:

- On-Site Sewer Profiling 8 Sheets
- On-Site water Profiling 3 Sheets
- On-Site Storm Drain Profiling 3 Sheets

All plan and profile will be in 40 scale and designed in addition to the plan view layout sheets included as part of the base scope of work.

Alt. 10. Record of Survey

Based on the status of the current tract mapping, a record of survey may be required at the completion of the park construction. This task allows for the mapping and recordation of a record of survey for the entire block fo the Grand Park to record the final perimeter of the park.

Alt. 11. Off-Site Improvement Structural Support

An allowance has been included for the off-site improvement package to allow for potential structural engineering support should there be custom storm drain or other structural engineering needs that are currently unknown.

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FEES

TAIT & Associates will perform the proposed Scope of Work for the fee estimate outlined following. A detailed breakdown of the Civil fees is provided in **Attachment A**. Subconsultant Scope and Fee breakdowns are provided in **Attachments B through E**:

1) DESIGN UPDATE PHASE		On-Site Fee	Off-Site Fee	Total Fee
1A	Civil Engineering Services	59,950	7,500	67,450
1B	Geotechnical Engineering Services	63,100	15,800	78,900
1C	Traffic Engineering Services	4,400	4,400	8,800
1D	Structural Engineering Services	800	-	800
1E	Dry Utility Services	14,200	10,700	24,900
	Subtotal	**$ 142,450**	**$ 38,400**	**$ 180,850**

2) DESIGN DEVELOPMENT PHASE		On-Site Fee	Off-Site Fee	Total Fee
2A	Civil Engineering Services	148,500	34,500	183,000
2B	Geotechnical Engineering Services	-	-	-
2C	Traffic Engineering Services	30,600	81,200	111,800
2D	Structural Engineering Services	4,500	-	4,500
2E	Dry Utility Services	7,700	8,600	16,300
	Subtotal	**$ 191,300**	**$ 124,300**	**$ 315,600**

3) CONSTRUCTION DRAWING PHASE		On-Site Fee	Off-Site Fee	Total Fee
3A	Civil Engineering Services	153,000	39,500	192,500
3B	Geotechnical Engineering Services	1,400	900	2,300
3C	Traffic Engineering Services	29,500	80,600	110,100
3D	Structural Engineering Services	21,700	-	21,700
3E	Dry Utility Services	17,100	19,800	36,900
	Subtotal	**$ 222,700**	**$ 140,800**	**$ 363,500**

4) CONSTRUCTION PHASE		On-Site Fee	Off-Site Fee	Total Fee
4A	Civil Engineering Services	39,000	17,500	56,500
4B	Geotechnical Engineering Services	-	-	-
4C	Traffic Engineering Services	3,300	6,600	9,900
4D	Structural Engineering Services	4,200	-	4,200
4E	Dry Utility Services	8,400	8,400	16,800
	Subtotal	**$ 54,900**	**$ 32,500**	**$ 87,400**
	PROJECT TOTAL	**$ 611,350**	**$ 336,000**	**947,350**
	REIMBURSABLES (ESTIMATED AT 1%)	**$ 6,114**	**$ 3,360**	**9,474**

A) Optional Tasks		Fee
ALT 1	Pickup Survey & Drone Aerial Process	10,160
ALT 2	Full Street Section @ Grand Park	10,160
ALT 3	Half Street Section on W, S, & E	16,600
ALT 4	Boundary & Encumbrance Mapping	10,000
ALT 5	Utility Dip & Inverts	10,000
ALT 6	Existing Easement Quitclaim	6,000
ALT 7	Proposed Easement/Dedication	12,000
ALT 8	Utility Locating/Potholing (Budgetary)	20,000
ALT 9	On-Site Utility & Storm Drain Profiling	28,000
ALT 10	Record of Survey	10,000
ALT 11	Structural Engineering Support	3,000

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GENERAL TERMS & CONDITIONS

The following items are understood to be provided by others or not required, and are therefore beyond the scope of this proposal.

- Architectural & Landscape Site Plans
- Architecture & Planning
- Radius Maps & Public Notice
- Traffic Control
- Landscaping & Irrigation
- Added Public Improvement Plans
- Water Modeling
- Pump Plans
- EIR Studies
- Capacity Studies (Sewer/Water)
- Campus Studies or Parking Counts
- Permit Processing through City
- ALTA Survey
- Subdivision Mapping
- Detention/Retention Plans
- Sewer Flow Monitoring

The above scope of work descriptions are to the best of our knowledge thorough and complete. As the work progresses through the review process and based on final conditions, the scope may change (due to developer or agency request). As these changes occur, we will notify you of the scope and corresponding fee change. No additional work, which will increase the fee, will be performed without your authorization. The fees quoted herein are valid for a period of 90 days from the date hereon. All work may be terminated with a 30-day notice from either party with full compensation for all efforts incurred.

Costs for reimbursable expenses including reports (soils, traffic, title, environmental, etc.), and associated out-of-pocket costs will be invoiced at cost plus 10 percent. Vehicle mileage will be charged at the rate of $.55 per mile and has been included in the assumed reimbursable budget above. The fee estimates shown herein include the costs for assumed mileage and internal reproduction expense items, but submittal package, and Design Builder related material will be plotted through Project Architect accounts in order to limit required budget. A budget has been provided herein.

Our billing procedure is to invoice monthly and payment is expected within 30 days. The invoice format will identify the work completed per task during the invoice period and itemize the out-of-pocket expenses for the period.

We thank you for the opportunity to present this proposal, and look forward to our continued relationship.

Respectfully,
TAIT & ASSOCIATES, INC.

David Sloan, PE
Vice President - Director of Engineering, TAIT Santa Ana

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ATTACHMENT A
CIVIL FEE TABLE BREAKDOWN

Ontario Grand Park Proposal - On-Site Phase 1

1) DESIGN UPDATE (12 Weeks)		Fee	Notes	
1A	**Civil Engineering Services**	**59,950**		
	Topographic Survey & Control	*9,950*	*Augmenting Survey Only*	
	Design Updates and Review	*5,000*	*Set Up Existing Files Only*	
	Rough Grading Package	*37,500*	*Full PS&E @ CD Level*	
	Meetings & Coordination	*7,500*	*30 Hours Meetings*	
1B	**Geotechnical Engineering Services**	**63,100**	*See Attachment B	
1C	**Traffic Engineering Services**	**4,400**	*See Attachment C	
1D	**Structural Engineering Services**	**800**	*See Attachment D	
1E	**Dry Utility Services**	**14,200**	*See Attachment E	
	Subtotal	**$ 142,450**	**$**	**-**

2) DESIGN DEVELOPMENT (16 Weeks)		Fee	Notes	
2A	**Civil Engineering Services**	**148,500**		
	DD Plans	*126,000*	*See Proposal for Breakdown*	
	DD Reports	*10,000*	*See Proposal for Breakdown*	
	DD Estimate	*5,000*	*Civil Quantities & Scope Only*	
	DD Meetings & Coordination	*7,500*	*30 Hours Meetings*	
2B	**Geotechnical Engineering Services**	**-**	No Scope	
2C	**Traffic Engineering Services**	**30,600**	*See Attachment C	
2D	**Structural Engineering Services**	**4,500**	*See Attachment D	
2E	**Dry Utility Services**	**7,700**	*See Attachment E	
	Subtotal	**$ 191,300**	**$**	**-**

3) CONSTRUCTION DRAWING (20 Weeks)		Fee	Notes	
3A	**Civil Engineering Services**	**153,000**		**-**
	CD Plans	*126,000*	*See Proposal for Breakdown*	
	CD Reports	*10,000*	*See Proposal for Breakdown*	
	CD Specifications	*4,500*	*Civil Tech Spec Only*	
	CD Estimate	*5,000*	*Civil Quantities & Scope Only*	
	CD Meetings & Coordination	*7,500*	*30 Hours Meetings*	
3B	**Geotechnical Engineering Services**	**1,400**	*See Attachment B	
3C	**Traffic Engineering Services**	**29,500**	*See Attachment C	
3D	**Structural Engineering Services**	**21,700**	*See Attachment D	
3E	**Dry Utility Services**	**17,100**	*See Attachment E	
	Subtotal	**$ 222,700**	**$**	**-**

4) CONSTRUCTION (60 Weeks)		Fee	Notes	
4A	**Civil Engineering Services**	**39,000**		**-**
	Bid & Construction Assistance	*10,000*	*40 Hours Support*	
	Construction Meetings & Site Visits	*5,000*	*20 Hours of Meetings*	
	Pad Certifications	*4,000*	*2 Groups of Certs*	
	Punch List & Final Certification	*5,000*	*1 Punch List Walk*	

	As-Built Plans		*15,000*	*Digital Only*	
4B	**Geotechnical Engineering Services**		**-**	No Scope	
4C	**Traffic Engineering Services**		**3,300**	*See Attachment C	
4D	**Structural Engineering Services**		**4,200**	*See Attachment D	
4E	**Dry Utility Services**		**8,400**	*See Attachment E	
	Subtotal	**$**	**54,900**	**$**	**-**
	PROJECT TOTAL	**$**	**611,350**		
	REIMBURSABLES (ESTIMATED AT 1%)	**$**	**6,114**		

A) Optional Tasks		**Fee**	**Fee**
ALT 1	Pickup Survey & Drone Aerial Process	**10,160**	Topo & Drone Linework
ALT 2	Full Street Section @ Grand Park	**10,160**	Grand Park Only
ALT 3	Half Street Section on W, S, & E	**16,600**	W, S, & E Public Streets
ALT 4	Boundary & Encumbrance Mapping	**10,000**	Cilent Provided Title Report
ALT 5	Utility Dip & Inverts	**10,000**	Existing Utility only
ALT 6	Existing Easement Quitclaim	**6,000**	T&M, Assumes 2 Max
ALT 7	Proposed Easement/Dedication	**12,000**	T&M, Assumes 4 Max
ALT 8	Utility Locating/Potholing (Budgetary)	**20,000**	Budgetary
ALT 9	On-Site Utility & Storm Drain Profiling	**28,000**	See Proposal for Breakdown
ALT 10	Record of Survey	**10,000**	Entire Park Block

Ontario Grand Park Proposal - Off-Site Phase 2

1) DESIGN UPDATE PHASE		Fee	Notes	
1A	**Civil Engineering Services**	**7,500**		
	Topographic Survey & Control	*-*	*All Scope in On-Site Package*	
	Design Updates and Review	*5,000*	*Set Up Existing Files Only*	
	Rough Grading Package	*-*	*All Scope in On-Site Package*	
	Meetings & Coordination	*2,500*	*10 Hours Meetings*	
1B	**Geotechnical Engineering Services**	**15,800**	*See Attachment B	
1C	**Traffic Engineering Services**	**4,400**	*See Attachment C	
1D	**Structural Engineering Services**	**-**	No Scope	
1E	**Dry Utility Services**	**10,700**	*See Attachment E	
	Subtotal	**$ 38,400**	**$**	**-**

2) DESIGN DEVELOPMENT PHASE		Fee	Notes	
2A	**Civil Engineering Services**	**34,500**		
	DD Plans	*30,000*	*See Proposal for Breakdown*	
	DD Reports		*None Required*	
	DD Estimate	*2,000*	*Civil Quantities & Scope Only*	
	DD Meetings & Coordination	*2,500*	*10 Hours Meetings*	
2B	**Geotechnical Engineering Services**	**-**		
2C	**Traffic Engineering Services**	**81,200**		
2D	**Structural Engineering Services**	**-**		
2E	**Dry Utility Services**	**8,600**		
	Subtotal	**$ 124,300**	**$**	**-**

3) CONSTRUCTION DRAWING PHASE		Fee	Notes	
3A	**Civil Engineering Services**	**39,500**		**-**
	CD Plans	*30,000*	*See Proposal for Breakdown*	
	CD Reports		*None Required*	
	CD Specifications	*4,000*	*Civil Tech Spec Only*	
	CD Estimate	*3,000*	*Civil Quantities & Scope Only*	
	CD Meetings & Coordination	*2,500*	*10 Hours Meetings*	
3B	**Geotechnical Engineering Services**	**900**		
3C	**Traffic Engineering Services**	**80,600**		
3D	**Structural Engineering Services**	**-**		
3E	**Dry Utility Services**	**19,800**		
	Subtotal	**$ 140,800**	**$**	**-**

4) CONSTRUCTION PHASE		Fee	Notes	
4A	**Civil Engineering Services**	**17,500**		**-**
	Bid & Construction Assistance	*7,000*	*28 Hours Support*	
	Construction Meetings & Site Visits	*3,000*	*13 Hours of Meetings*	
	Pad Certifications	*-*	*None Required*	
	Punch List & Final Certification	*2,500*	*1 Punch List Walk*	

	As-Built Plans		*5,000*	*Digital Only*	
4B	**Geotechnical Engineering Services**		**-**		
4C	**Traffic Engineering Services**		**6,600**		
4D	**Structural Engineering Services**		**-**		
4E	**Dry Utility Services**		**8,400**		
	Subtotal	**$**	**32,500**	**$**	**-**
	PROJECT TOTAL	**$**	**336,000**		
	REIMBURSABLES (ESTIMATED AT 1%)	**$**	**3,360**		

A) Optional Tasks		**Fee**	**Fee**
ALT 11	Structural Engineering Support	**3,000**	

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ATTACHMENT B
GEOTECHNICAL SCOPE & FEE

SOUTHERN CALIFORNIA GEOTECHNICAL
A California Corporation

April 5, 2023

Tait & Associates, Inc.
701 North Parkcenter Drive
Santa Ana, California 92705

Attention: Mr. David Sloan, P.E.
Vice President – Director of Engineering

Proposal No.: **24P176**

Subject: **Proposal for Geotechnical Investigation and Infiltration Testing**
Ontario Great Park
NEC Archibald Avenue and Eucalyptus Avenue
Ontario, California

Mr. Sloan:

In accordance with your request, we are pleased to submit this Proposal and attached Engineering Services Agreement, which combined set forth both our responsibilities and the scope of our services for the subject project. Prior to preparation of this proposal, we have reviewed the Bridging Documents, performed geologic research, and reviewed available internet aerial photographs.

PROJECT DESCRIPTION

The subject site is located at the northeast corner of Archibald Avenue and Eucalyptus Avenue in Ontario, California. The site is bounded to the north by Grand Park Street and vacant land, to the west by South Archibald Avenue, to the south by Eucalyptus Avenue, and to the east by Haven Avenue.

The site consists of several parcels, totaling 160± acres in size. Based on aerial photographs obtained from Google Earth, the site is presently vacant and undeveloped. Ground surface cover appears to consist of exposed soil with sparse to dense native grass and weed growth. Based on the assumed topography, the site appears to be readily accessible to truck-mounted drilling equipment.

Based on the conceptual site plan prepared by SWA, the site will be developed as the Ontario Great Park. We understand that the project will include two phases. Phase 1 will include all work to be done on-site, and the paving of Grand Park Street. Phase 2 will include street improvements on Grand Park Street, Archibald Avenue, Haven Avenue, and Eucalyptus Avenue.

As a part of Phase 1, a farm hub, an amphitheater, several restroom buildings, a maintenance facility, picnic pavilions, arroyo culvert crossings, paved walking trails, and four (4) new parking lots will be constructed within the park. Additionally, a new dog park, playgrounds, active turf areas, orchards, meadows, and arroyo areas will be constructed. In the northwestern area of the site, a new overpass bridge will be constructed over Archibald Avenue, providing pedestrian

access into the park. Grand Park Street will be extended east at the northeast boundary of the site, toward Haven Avenue.

Detailed structural information regarding the proposed structures is currently not available. The new restroom buildings are assumed to be a single-story prefabricated structures, typically supported on a conventional shallow foundation system with a concrete slab-on-grade floor. Maximum column and wall loads for this structure are assumed to be in the range of 30 kips and 1 to 3 kips per linear foot, respectively. The amphitheater will be a larger structure, with assumed maximum column and wall loads in the range of 100 kips and 3 to 5 kips per linear foot, respectively. The farm buildings are assumed to be of wood frame and wood panel construction or a pre-fabricated steel building, typically supported on a conventional shallow foundation system with a concrete slab on grade floor. Maximum column and wall loads for these structures are assumed to be in the range of 30 kips and 1 to 2 kips per linear foot, respectively. The maintenance facility will consist of 8-foot tall masonry block walls with a galvanized metal roof. The culvert crossings are expected to be precast concrete culverts with boardform concrete headwalls. The overpass bridge is expected to be a prefabricated steel truss pedestrian bridge, resting on a CMU retaining wall structure.

Based on the conditions of approval from the City of Ontario, we understand that Phase 2 of the project will involve street improvements. Some of the improvements will include new curbs and gutters for Archibald Avenue, Haven Avenue and Grand Park Street, the widening of Archibald Avenue, new street pavements on Haven Avenue and Grand Park Street, and the placement of new sewer, water, and recycled water utilities.

Based on conversations with the client, the proposed development may use on-site storm water infiltration. Based on conversations with the client, we understand that the stormwater infiltration system may include the lowest areas of the proposed arroyos that will function as basins, and/or consist of a shallow to deep below-grade chamber systems located in the proposed parking lots.

SCOPE OF SERVICE

Based on our review of the San Bernardino County Geologic Hazards Maps overlay, the subject site is not located within an area of liquefaction susceptibility. Therefore, a site-specific liquefaction evaluation is not considered warranted, and has been excluded from the proposed scope of work.

Phase 2 will include an investigation for the new street improvement areas. Based on our review of the documents provided to our office, the street improvements will include widening of the existing roads into the property site, along with the construction of new utilities. We will plan on performing the off-site investigation within the site boundaries of the Ontario Grand Park. Therefore, we do not expect the we will be required to obtain an encroachment permit from the city. Traffic control will also not be required. Therefore, the fees associated with an encroachment permit or traffic control has been excluded from the cost estimate listed below. If the city determines that we are to perform an investigation within the existing roadways, additional fees related to an encroachment permit, traffic control and traffic control plans will apply.

The scope of our study will consist of surface reconnaissance, subsurface exploration, obtaining representative soil samples, laboratory testing, review of relevant geological literature, and

preparation of a geotechnical report documenting our findings. The proposed scope of work will comprise a geotechnical investigation for the site:

Subsurface Exploration

We propose to perform eighteen (18) borings as a part of Phase 1, to explore the subsurface soil conditions and to obtain soil samples for laboratory testing. The borings will be drilled to depths of 10 to 60± feet below ground surface within the proposed on-site development areas.

We also propose to perform seven (7) borings as a part of Phase 2, to explore the subsurface soil conditions and to obtain soil samples for laboratory testing. The borings will be drilled to depths of 15 to 30± feet below ground surface within the proposed street improvement areas.

These borings will be drilled using conventional truck-mounted drill rig.

Field exploration will consist of performing Standard Penetration Tests (SPT's) in general accordance with ASTM D-1586 specifications and/or obtaining relatively undisturbed ring samples in accordance with ASTM D-3550, at 2½-foot intervals within the anticipated depth of foundation influence (approximately 10 feet) below planned bearing elevation and at 5-foot intervals elsewhere, or at each major change in stratigraphy. Water level readings will be taken at the time of boring completion to provide a preliminary estimate of the static groundwater table. The locations of the borings in the field will be referenced to apparent property lines using conventional taping techniques. Ground surface elevations at the boring locations will be interpolated from topographic data provided by the client.

The 2022 California Building Code (CBC) requires that new structures be designed using seismic design parameters based on ASCE 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures published by the American Society of Civil Engineers. Previous editions of the CBC and ASCE 7 allowed most structures to be designed using code-based values. However, the 2022 CBC requires that a site-specific determination of seismic design parameters be performed for certain structures on certain sites possessing stiff soils, soft clay soils, and/or soils vulnerable collapse of failure under seismic loading, sites underlain by peats and/or organic clays, and sites with very high plasticity clays. If any of these conditions are encountered during subsurface exploration, additional subsurface exploration and engineering analysis, beyond the scope of work outlined in this proposal, **may** be required to determine the seismic design parameters for this site. However, many structures which are neither tall nor flexible are exempt from this requirement. It may not be possible to determine if a site-specific response analysis is required without performing the proposed geotechnical investigation, as well as receiving input about the proposed structure from the structural engineer. If a site-specific response analysis is required for this site, additional fees will be incurred.

In accordance with the 2022 CBC, project sites are classified as “Site Class A” through “Site Class E” (hard rock materials to soft clay soils, respectively) based on the relative density, strength, or hardness of the soil or bedrock materials present within the upper 100 feet at the site. Sites with soils prone to collapse or failure or other unfavorable conditions such as liquefaction may be classified as Site Class F. The site class is one parameter used to determine the seismic response of the soils at the site. The proposed scope of work outlined above is considered adequate to infer a site class for the site. However, it is possible that a reviewing agency **may** require that

the site class be determined or confirmed using subsurface data extending to a depth of 100 feet. If this is requested, it will be necessary to perform an additional boring, a CPT, or a seismic refraction survey to obtain the necessary data to determine/confirm the site class. This additional exploration is beyond the scope of work presented above and would incur additional fees.

Laboratory Testing

Laboratory testing will be performed to determine the classification, strength, compressibility, and other characteristics of the encountered materials. These tests are typically used to provide grading recommendations and other design and general construction considerations.

The proposed scope of services also includes fees associated with consolidation/collapse testing, expansion index testing, and corrosivity testing. The maximum dry density and optimum moisture content will be determined for three (3) representative samples of soils obtained from the site for Phase 1 and for two (2) representative samples of soils for Phase 2. R-value testing will be performed on two (2) representative soil samples for Phase 1 and two (2) samples for Phase 2. These tests will be used to determine pavement support characteristics of the near-surface soils. Two (2) direct shear tests will be performed on representative soils samples in the overpass bridge area, and two (2) tests will be performed for Phase 2. Organic content testing will be performed on near-surface samples collected from the formerly vegetated areas for Phase 1 and Phase 2.

More detailed laboratory testing has not been included within the proposed scope of services, and is not expected to be necessary. If the subsurface conditions dictate additional testing, the client will be contacted for approval prior to completing additional testing.

Engineering Analysis and Report Preparation

The results of the proposed investigation will be presented in a formal report, for each phase, containing the following information, where applicable:

a) A summary of the subsurface conditions encountered at the boring locations, including a site plan, exploration logs and a summary of laboratory test results.

b) A description of the general geology at the site including possible geologic constraints which could have an effect on the site development.

c) Engineering design considerations and recommendations relative to seismic hazards for this site, including provision of 2022 CBC seismic design parameters.

d) A discussion of potential construction difficulties that may be encountered due to soil conditions, groundwater or geologic constraints and provision of recommendations concerning these problems.

e) Soil engineering criteria and design information for site grading.

f) Recommendations for an appropriate foundation system considering the type of structures anticipated and the geotechnical design criteria for the recommended foundation design.

g) Flatwork design parameters.

h) Recommendations for design and construction of the PCC or AC pavements, based on the laboratory R-value results, and traffic data provided by the client (or to be assumed).

Infiltration Testing

Detailed plans for the stormwater infiltration system were not available at the time of this proposal. Based on conversations with the client, we understand that the stormwater infiltration system may include the lowest areas of the proposed arroyos that will function as basins, and/or consist of a shallow to deep below-grade chamber system extending to depths of 12 to 20± feet below ground surface in the proposed parking lot areas. If the systems are located at greater depths, or if more tests are required, additional fees will be incurred.

Subsurface Exploration

We proposed to perform infiltration testing at eight (8) locations on the site. These tests will be performed at locations and depths specified by the project civil engineer. The subsurface exploration for the infiltration testing will be performed using a hollow stem auger drill rig. At four (4) of the test locations, a boring will be advanced to depths of 5± feet in the proposed arroyo areas. At the remaining four (4) locations, a boring will be advanced to depths of 12 to 20± feet in the proposed parking lot areas. The boring will be 6 to 8 inches in diameter. After drilling, a 3-inch diameter perforated PVC pipe will be installed within the boring and the annulus between the pipe and the boring wall will be backfilled with ¾-inch crushed gravel. At the completion of the infiltration testing, the borings will be backfilled with the excavated soils.

Laboratory Testing

Laboratory testing will be performed to determine the moisture content of the encountered materials. The proposed scope of services also includes fees associated with grain size analysis of the soil samples obtained at the bottom of the proposed infiltration system. More detailed laboratory testing has not been included within the proposed scope of services, and is not expected to be necessary. If the subsurface conditions dictate additional testing, the client will be contacted for approval prior to completing additional testing.

Field Testing

Field testing will be performed to determine the infiltration rate of the underlying soils in general accordance with the standard methods. In accordance with the typical procedures, the borings will be pre-saturated for 24 hours prior to the infiltration testing.

Completion of the infiltration testing will require a moderate quantity of water. We propose to utilize a small, pickup truck mounted water tank. If it becomes necessary to utilize an outside source such as a fire hydrant, it is assumed that one is located nearby. Costs associated with obtaining a permit to use the fire hydrant as well as the fees for the quantity of water utilized are not included in our estimated total fee. The costs associated with these items, if necessary, will be billed to the client as reimbursable expenses.

More detailed testing has not been included within the proposed scope of services. If the subsurface conditions dictate such testing, the client will be contacted for approval prior to completing additional testing.

Engineering Analysis and Report Preparation

The results of the proposed investigation will be presented in a formal report containing the following information, where applicable:

a) A summary of the subsurface conditions encountered at the infiltration test locations.

b) A description of the general geology at the site including possible geologic constraints which could have an effect on the infiltration characteristics.

c) Presentation of the infiltration test data. The infiltration rate will be presented in terms of minutes per inch of infiltration. Design of the infiltration system and the associated equipment are not within the scope of our investigation.

ESTIMATED FEES

Since any investigation of the scope of those outlined above will necessarily be influenced by conditions encountered at the site which are not completely determined at this time, it is proposed that our charges be based on hourly rates for engineering geology services, field explorations, sampling and laboratory testing. We estimate that the projects will incur the following costs:

• Geotechnical Investigation:	
o Phase 1 (On-site improvements):	$ 38,300.00
o Phase 2 (Street improvements):	$ 12,800.00
• Infiltration Testing:	$ 15,500.00
• Utility Location Services – Phase 1 (optional):	$ 3,500.00
• Utility Location Services – Phase 2 (optional):	$ 1,500.00
• Grading Plan Review (if required):	$ 750.00
• Foundation Plan Review (if required, per building):	$ 500.00

As noted, the total estimated fee presented above includes fees associated with reviewing the foundation plans and grading plans during the project design process. These fees will be billed at the time of service. Plan reviews are typically required by the local regulatory agency, and we also recommend that these reviews be performed. However, in these services are not desired or required, these fees will not be billed.

These estimates are based upon the above-mentioned scope and our Fee Schedule. All prices therein are subject to variation, and should our Fee Schedule or the scope of our services materially change or if 90 days have passed since the date of this proposal, we reserve the right to review and resubmit a new proposal. The charge for our services, however, will always be invoiced in accordance with the Fee Schedule specified at the time the work was authorized. This proposal does not include prevailing wage rates. **This project is expected to be subject to**

prevailing wage rates. Therefore, the estimates indicated above include prevailing wage rates for the work to be performed by the drilling contractor.

UTILITY LOCATION SERVICES

As part of the proposed scope of services, we will contact the local one-call utility service (Underground Service Alert) to identify the locations of subsurface lines that are operated by member utilities. We will not be responsible for damage to any utility lines that are not identified by the one-call location service.

It is strongly recommended that the client contact the property seller and/or previous owner(s) of the property to provide plans and information regarding the locations of existing underground improvements and utility lines, especially if those underground improvements and utility lines are constructed of plastic, PVC, clay or any other non-metallic materials. However, if these plans are not available and if directed by the client, Southern California Geotechnical, Inc. (SCG) can utilize a subcontracted, private geophysical testing company to attempt to locate any additional underground utilities or other obstructions that may be present in the areas of our borings. It should also be noted that the underground utility locating service specifically does not include the location of any utilities outside the area of our borings. For this project, these services would incur the additional fees of $3,500.00 for Phase 1, and $1,500 for Phase 2. If these services are desired, please contact our office immediately to include this service with the project and date and initial below. If SCG is not notified to include this additional work, the client agrees to indemnify and defend SCG against any claims of damage or injury related to utilities and/or structures that are not identified by the local one-call utility service or on-site personnel. If the client elects to have this service performed, client understands and agrees that locating plastic, PVC, clay or other non-metallic pipes and/or buried structures using geophysical methods is much less reliable than locating metallic pipes. Likewise, the reliability of locating underground utilities or buried structures at depths greater than 1 to 2± feet below the ground surface is much lower than for shallow utilities or structures in the upper 1 to 2± feet. **Accordingly, the client understands and acknowledges that performing a geophysical survey does not completely eliminate the possibility of encountering and/or damaging an underground utility or buried structure during drilling and/or trenching in an area where the geophysical survey did not identify an underground utility or buried structure. Neither SCG nor the geophysical company is responsible for repairs to unmarked underground utilities and/or buried structures damaged during our geotechnical investigation.**

Client has read, understands and acknowledges this provision and **declines** to have the geophysical survey performed: _____
Client has read, understands and acknowledges this provision and **agrees** to have the geophysical survey performed: _____

ADDITIONAL SERVICES

Costs associated with responses to various regulatory agencies, plan reviews or project meetings are not included in the estimated total fee. The estimated fees also do not include updates to the report (which may be required more than 1 year after the date of the issuance) nor do they include costs associated with engineering and testing during construction that may be necessary.

These fees have not been included in our proposal since the need for these services nor the extent of work which may be required to provide them are not known at the present time. It is recommended that the project budget include contingencies for these items in the event that they become necessary. The fees required to provide these services will depend on the actual hours incurred and will be billed at the unit rates in effect at the time they are requested.

- Update of Report: $ 600 - $ 1,200.00. Reports should be submitted within 1 year of issuance.
- Response to City/County Review: $ 600.00 - $2,000.00 depending on municipality
- Infiltration Testing: Varies, based on the number and location of tests.
- Changes to Report: Any significant change to the report requested after its completion may result in additional fees.
- Construction Observation: Please submit a construction schedule, once it is available.

SCG will request authorization from the client prior to performing any of these services.

SCHEDULE

Typically, the subsurface exploration can begin within 1 to 1½ weeks after receipt of written authorization. The drilling for Phase 1 is estimated to require 3 days to complete. The drilling for the Phase 2 is estimated to require 1 day to complete. The drilling for the infiltration testing is estimated to require 1 day to complete. The infiltration testing is estimated to require 1 day to complete. The reports should be available within 4 to 5 weeks after completion of the subsurface exploration, indicating a total time frame of approximately 5 to 6½ weeks. We can, however, provide preliminary design data prior to issuance of the final reports, if desired.

GENERAL

If this proposal meets with your approval, please authorize our services by signing and returning one copy to this office. We appreciate the opportunity of providing this proposal for your project. If you have any questions regarding this proposal, please contact our office at your convenience.

Respectfully submitted,

SOUTHERN CALIFORNIA GEOTECHNICAL, INC.



Jamie Hayward
Staff Geologist

Distribution: (1) Addressee

STANDARD FEE SCHEDULE
(Prevailing Wage)

PERSONNEL - CONSULTING & TESTING SERVICES

A) Principal Engineers & Geologists	$260.00/hr
B) Senior Engineers & Geologists	$210.00/hr
C) Project Engineers & Geologists	$185.00/hr
D) Staff Engineers & Geologists	$175.00/hr
E) Deputy Grading Inspector/Deputy Soils Technician	$180.00/hr
F) Technician	$180.00/hr
G) Laboratory Services	$100.00/hr
H) Drafting	$115.00/hr
I) Expert Witness & Depositions	$550.00/hr
J) Clerical	$100.00/hr
• Additional Copies (Reports)	$55.00/ea
• Additional Copies (Oversize Plans)	$10.00/pg

GEOTECHNICAL LABORATORY TESTING

A) Visual Classification by Engineer/Geologist	$6.00/ea
B) Moisture Content (ASTM D-2216)	$20.00/ea
C) Density of Undisturbed Sample	$20.00/ea
D) Organic Content by Combustion (ASTM D-2974)	$110.00/ea
E) Atterberg Limits (ASTM D-423/429)	$190.00/test
F) Expansion Index EI (Expansion Index) Test (UBC Standard 18-2)	$200.00/test
G) Specific Gravity (ASTM D-854)	$125.00/test
H) Grain Size Analysis	
• Mechanical Analysis (Sand or Gravel)	$105.00/test
• Including Wet Wash over No. 200 Sieve	$160.00/test
• Hydrometer Analysis	$135.00/test
• Mechanical and Hydrometer Analysis (ASTM D-422)	$250.00/test
• Wet Wash over No. 200 Sieve Only (ASTM D-1140)	$90.00/test
• Sand Equivalent	$110.00/test
I) Maximum Density Determination (with Curve)	
• Standard Proctor (ASTM D-698/AASHTO T-99)	$220.00/test
• Modified Proctor (ASTM D-1557/AASHTO T-180) 4 inch Mold	$220.00/test
• Modified Proctor (ASTM D-1557/AASHTO T-180) 6 inch Mold	$260.00/test
J) R-Value	$300.00/test
a. Cement Treated R-Value	$385.00/test
K) California Bearing Ratio – Per Point	$300.00/test
L) Unconfined Compression	
• Pocket Penetrometer	$6.00/test
• Full Unconfined Compression of Undisturbed Sample, with Curve	$110.00/test
M) Direct Shear (Including 3 Points)-Soil	$400.00/test
b. Cement treated Direct Shear	$500.00/test
N) Consolidation Testing (Including Curve)	
• Time Rate With Maximum 12.8 ksf Load	$550.00/test
• Single Point	$150.00/test
• Consolidation/Collapse, No Time Rate Data	$190.00/test
• Swell Percent and Pressure	$190.00/test
O) Sulfates Only	$70.00/test
P) pH/Resistivity/Chlorides/Nitrates/Sulfates	$240.00/test
Q) Chlorides Only	$105.00/test

Note: Prices for geotechnical laboratory testing services not included above will be quoted upon request.

NOTES

1) Projects will be invoiced biweekly for services performed during the previous billing period. All invoices are due upon receipt, and late fees of 1.5% per month will be charged on all balances more than 30 days past due, not to exceed the maximum allowable under California state law.
2) All personnel services and time charged portal/portal.
3) Direct non-salary expenses for engineering and technical personnel charged at cost + 15%.
4) The personnel billing rates are applicable to normal working hours; overtime rates are applicable for services in excess of 8 hours per day, performed outside the hours of 7 am to 6 pm, as well as Saturdays, double time rates for Holidays, Sundays and Night work. Night work is defined as technician services initiated after 4 pm and/or which go beyond 8 pm. Overtime is billed at 130% of standard rates and double time is 200% of standard rates. Minimum monitoring fee 3 hours per trip.

EFFECTIVE JANUARY 1, 2024

ENGINEERING SERVICE AGREEMENT FOR GEOTECHNICAL SERVICES

THIS AGREEMENT is made and entered into at Yorba Linda, California, by and between Southern California Geotechnical, Inc., a California corporation hereinafter referred to as "Consultant", and Tait & Associates, Inc., hereinafter referred to as "Client."

Client intends to construct improvements at the northeast corner of Archibald Avenue and Eucalyptus Avenue in Ontario, California, hereinafter referred to as "Project," the scope of which is defined in the foregoing Proposal.

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1) **Cooperation and Project Understanding**

Consultant will render professional services, as set out herein, and Client will compensate Consultant in accordance with a Letter of Proposal dated April 5, 2024, attached hereto and incorporated into this Agreement.

Consultant shall serve Client by providing professional technical advice regarding the geotechnical conditions of the Project site. All such advice will be based on information furnished by Client and on data collected by Consultant.

Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include if applicable, but not be limited to, plot plans, topographic surveys, and previous soil data including borings, field and laboratory tests, and written reports. Client will immediately transmit to Consultant any new and relevant information which becomes available and any relevant change in plans.

Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, and Client will indemnify Consultant against all claims, demands, or liability arising out of or contributed to by such information.

No warranty of any kind whatsoever, express or implied is made or intended in connection with the Scope of Services to be performed by Consultant or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by Consultant, other than as provided in Section 7, herein.

2) **Project Site:** Client shall indicate to Consultant the property lines of the Project site and be responsible for the accuracy of any boundary markers.

The Client shall secure free and lawful access to the Project site for all necessary equipment and personnel of Consultant. Client shall notify any and all possessors of the Project site that the Client has granted Consultant free access to the Project site, and Client shall secure permission (and any permits) necessary to allow Consultant free access to the Project site at no charge to Consultant unless specifically agreed to otherwise in the letter of proposal attached hereto.

If applicable, the Client shall take steps to see that the property is protected, on or off-site, including all landscaping, shrubs, and flowers. While Consultant will take all reasonable precautions to minimize any damage to the property, it will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.

The Client shall locate for Consultant and shall assume responsibility for the accuracy of Client's representations as to the locations of all underground utilities and installations. Consultant will not be responsible for damage by him to any such utilities or installations not so located, and any such damage by Consultant may, at Consultant's option, be repaired by Consultant and billed at cost plus 15% to Client.

Consultant agrees to backfill and/or adequately cover all open test holes made by it prior to leaving Project site unattended. Consultant agrees that all test holes will be backfilled upon completion of the job. However, Client may request test holes to remain open after completion of Consultant's work. In the event Client so requests, Client agrees to pay for all costs in connection with covering and backfilling said test holes at a later date, and Client shall save harmless and indemnify Consultant for all claims, demands, and liabilities arising from its request.

3) **Samples:** Consultant will retain all soil and rock samples for thirty (30) days after the issuance of the report or notification to terminate work. If Client desires extended storage, the Client shall notify Consultant prior to the expiration of this period. Extended storage or transfer will be at Client's expense. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Consultant's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

4) **Jobsite Safety:** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities, including but not limited to: construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contract or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Consultant and the Consultants subconsultants shall be indemnified by the General Contractor.

5) **Unanticipated Hazardous Materials:** When hazardous materials are known, assumed or suspected to exist at a site, Consultant is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that Consultant deems prudent to minimize physical risks to employees and the public. Client warrants that he has done his best to inform Consultant of such known or suspected hazardous material's type, quantity and location. If during the performance of services, Consultant discovers the existence of unanticipated hazardous materials or should any other condition exist which is unsafe in Consultant's sole opinion, Consultant may at its option, and without liability therefore terminate further work on the project and shall notify Client of Consultant's decision and the reason for termination of work.

Client recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, Consultant will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on site after their containerization by Consultant. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claim, with such compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which Consultant will perform on Client's behalf, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

6) **Ownership of Documents**: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. In the event Client defaults on payment for Consultant's services, Client agrees that all reports and other work furnished to Client or its agents will be returned upon demand and will not be used by Client for any purpose whatever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times for an additional cost, if applicable.

7) **Professional Standard:** Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that subsurface conditions may vary from those encountered at the locations where Consultant's borings, surveys and explorations are made, and that Consultant's data, interpretations, and recommendations are based solely on the information obtained by Consultant.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel and will comply with that level of care and skill ordinarily exercised by reputable geotechnical engineers and/or engineering geologists and soils engineers currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, express or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

8) **Limitation of Liability:** In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and his subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, cost, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the consultant and his

subconsultants to all those named shall not exceed $50,000, or the Consultants total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

9) **Delay:** Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.

10) **Termination of Agreement:** In the event that either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and where considered necessary to protect its professional reputation to complete a report on the work performed to date. In the event that Consultant incurs cost in Client's termination of this Agreement, a termination charge to cover such cost shall be paid by Client. In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

11) **Suspension of Services**: If the Project or the Consultants services are suspended by the client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendars days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be and equitable adjustment of the remaining project schedule and fees as a result of the suspension.

12) **No Third Party Beneficiaries:** This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising here from, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

13) **Entire Agreement:** This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

14) **Notices:** Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notices given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

15) **Assignments:** The rights and obligations of either party to this Agreement shall not be assigned nor otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

16) **Individual Responsibility:** If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of Client.

17) **Billing and Payment:** Consultant will submit invoices to Client (bi-weekly) and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications, where applicable. A more detailed separation of charges and backup data will be provided upon Client's request. Payment is due upon presentation of invoice and is past due 30 days from invoice date. Clients agrees to pay interest of one and one half percent (1.5%) per month, not to exceed the maximum rate allowed by law, on past due accounts. The amount of interest will be calculated on any unpaid balance commencing thirty (30) days after the date of the original invoice. If the client fails to make payment when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation: legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff fees at standard billing rates for the Consultant's time spent in efforts to collect.

18) **Previous Consultant Fees:** Client agrees that any previous consultant retained to perform professional services that are same or related to these for which this Agreement has been entered has been or will be promptly paid in full by Client. Client shall obtain full rights to use previous consultant's work product, if same is to be used by Consultant.

19) **Attorneys' Fees:** In the event of any litigation arising from or related to this Agreement of the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

20) **Governing Law and Jurisdiction**: The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state of California. It is further agreed that any legal action between the Client and the Consultant arising out of this agreement or the performance of the services shall be brought in a court of competent jurisdiction in Orange County, California.

21) **Indemnification:** Client Agrees to indemnify, defend and hold harmless Consultant, its directors, officers, employees, agents and subcontractors from and against all claims, damages, losses, and expenses, including but not limited to fees and charges of attorneys and court and arbitration costs, which Consultant may reasonably incur or which may be asserted against consultant by third parties and which result from or are attributable to the services performed by Consultant, except to the extent that such claims, damages, losses and expenses are caused by the negligence of the consultant, its directors, officers, employees, agents and subcontractors.

If Consultant is required by operation of any law to participate in any legal discovery, administrative or court proceedings, or is required by subpoena or other legal process to give testimony or otherwise participate in legal proceedings as a result of performing the services, Client agrees to compensate Consultant at the Consultants then current rates and Client will reimburse Consultant for any and all costs and fees which the Consultant may reasonably incur in connection with such activities, including fees of any attorneys that Consultant may retain on its behalf.

22) **Insurance:** Other than Client (Certificate Holder), named additional insured parties are not valid under Consultant's general liability insurance unless required by contract. Client shall obtain signatures from any third party entities to be listed as named additional insured, stating that such parties agree to the Indemnification and Limitation of Liability clauses herein.

23) **Invalid Provision:** If any provision, in whole or in part, of this Agreement should be in violation of any law or ordinance, it shall not invalidate this Agreement, and any such provision shall not invalidate this Agreement and any such provision shall be deemed stricken from this Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Agreement at Yorba Linda, CA as of this ____ day of _____, 2024.

TAIT & ASSOCIATES, INC.

_____

(client signature)

_____

(print client name)

DATE: _____

TITLE: _____

SOUTHERN CALIFORNIA GEOTECHNICAL, INC.



_____

Gregory K. Mitchell, GE 2364

DATE: April 5, 2024

TITLE: Principal Engineer

701 N. Parkcenter Drive, Santa Ana, CA 92705
www.tait.com | 714.560.8200

ATTACHMENT C
TRAFFIC ENGINEERING SCOPE & FEE

April 3, 2024

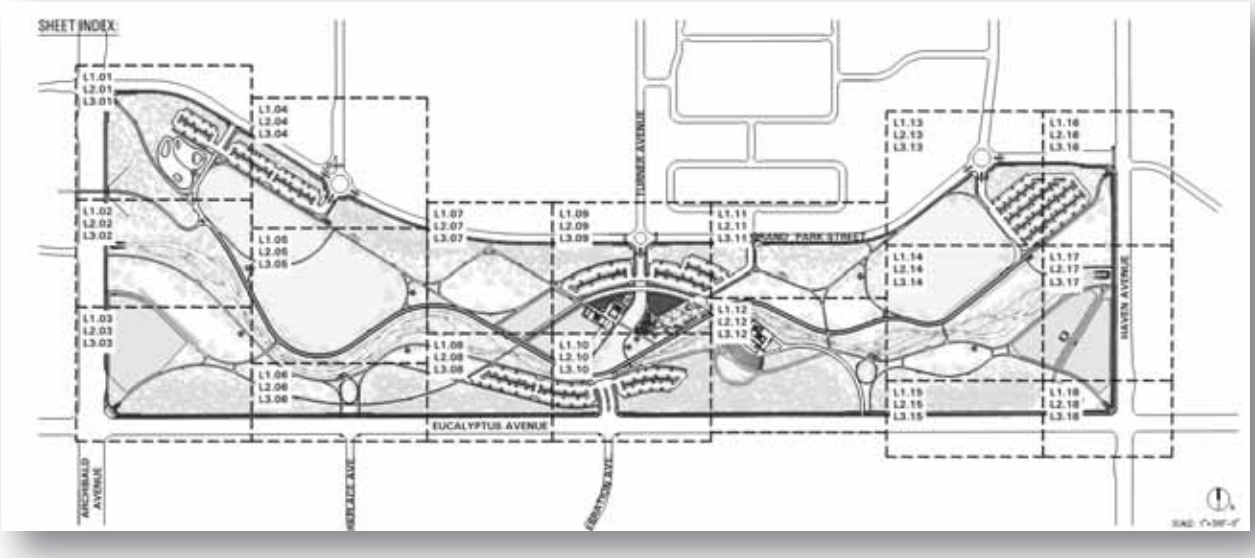
TJW ENGINEERING, INC.
TRAFFIC ENGINEERING &
TRANSPORTATION PLANNING
CONSULTANTS

Mr. David Sloan, P.E.
TAIT & Associates, Inc.
Vice President – Director of Engineering
701 N Parkcenter Drive
Santa Ana, CA 92705

PROPOSAL: **Ontario Great Park**
Eucalyptus Avenue, Archibald Avenue, Haven Avenue, Grand Park Street - Traffic Signal, Signing & Striping, Street Lighting, Traffic Control Plan Design in the City of Ontario

Dear Mr. Sloan:

TJW Engineering, Inc. (TJW) is pleased to submit this proposed agreement to *Tait & Associates* to join the SWA team on the **Ontario Great Park** – Phase 1 project in the City of Ontario. TJW would provide traffic signal, signing & striping, street lighting, and traffic control plan design for proposed project located in the City of Ontario. The project is located between Grand Park Street to the north, Eucalyptus Avenue to the south, Haven Avenue to the east, and Archibald Avenue to the west (as shown in the exhibit below).



Signing and Striping Design

TJW would prepare signing and striping plans for the streets of Grand Park Street (Phase 1), Haven Avenue, Eucalyptus Avenue, and Archibald Avenue. The plans would be designed at a scale of 1"=40' utilizing AutoCAD and would be prepared to meet the latest standards of the City of Ontario, Caltrans Standards Plans, and the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest editions.

Traffic Signal Design

TJW would prepare traffic signal design plans for the project at various intersections in Phase 1 and Phase 2. The plans would be prepared at a scale of 1"=20' utilizing AutoCAD and would be prepared to meet the latest standards of the City of Ontario. The plans would include video detection, CCTV, interconnect/fiber optic communication equipment, cable and conduit, emergency vehicle preemption systems and bicycle detection. The plans would also adhere to the latest Caltrans standards plans and the CA MUTCD editions.

Street Lighting Design

TJW would prepare street lighting plans across the frontage of the site on the streets of Eucalyptus Avenue, Archibald Avenue, Haven Avenue, Grand Park Street. The street lights would be prepared at a scale of 1"=40' utilizing AutoCAD and would be prepared to meet the latest standards of the City of Ontario. The plan set would include wiring diagrams and voltage drop calculations.

Fiber Optic Plan Design

TJW would coordinate with the team's dry utility consultant and the City's Broadband Operations Department on the requirements needed to adhere to the City's Fiber Optic Master Plan. TJW would then prepare fiber optic plans at a scale of 1"=40' utilizing AutoCAD. The plan would show the conduit, pull boxes, and fiber number connecting the proposed system to the existing system. TJW would be responsible for the fiber system within the City's right of way and assuming local connections outside of the right of way would be handled by others.

TJW would coordinate with the Tait team to prepare the design plans to match the street plans to be submitted as a package to the City of Ontario for review and approval.

On-Site Traffic Engineering Design Package (Phase 1)
TOTAL BUDGET: $61,500.00

1. Design Update Phase: $4,000.00

TJW would support the Tait team providing traffic engineering review and exhibits during this phase of the project. This budget would be billed on a T&M basis.

2. Design Development: $27,750.00

TJW would support the team in the preparation of signing & striping, traffic signal, street lighting, and fiber optic plan design for Grand Park Street connecting Haven Avenue to the existing roadway infrastructure on the north side of the park. This Design Development phase would assume that plans would be engineered but completed only to a 50% level to allow feedback from the team and the City prior to final plan, specifications, and estimates.

TJW would fulfill the design requirements as listed in the conditions of approval dated April 22, 2022 for the following tasks:

- TJW would meet with City staff prior to designing and submitting for plan review to define the limits of the improvements. (Cond. 2.37s) **$500.00**
- TJW would work with the Tait team to produce a conceptual striping layout for the proposed signalized intersection of Grand Park Street and Haven Avene to verify lane alignment in all directions. (Cond. 2.37a) **$500.00**
- TJW would prepare concept signing & striping plans for Grand Park Street from Turner to Haven Avenue and for the signalized intersection at Grand Park Street and Haven Avenue. The signing and striping plans may include RRFB's (rectangular rapid flashing beacons) or in-roadway warning lighting systems at pedestrian heavy crossings. (Cond. 2.37d, 2.37q) **$3,000.00**
- TJW would prepare concept level street lighting plans for Grand Park Street on both sides of the street from Acadia Avenue to Haven Avenue (approximately 1,300-feet) and on the south of the street from Archibald Avenue to Acadia Avenue (approximately 4,000-feet). It is assumed that street lights will have already been installed on the north side by residential developers. The concept plans would identify the street light type and location and would include pull boxes and conduit design. (Cond. 2.37e) **$9,750.00**

- TJW would prepare a preliminary traffic signal plan design for the intersection of Grand Park Street and Haven Avenue. Plans would be prepared at an approximately 50% level showing the engineered location of traffic signal equipment (poles, pull boxes, conduit, cabinet) and striping (crosswalks, lane configurations) for the proposed signalized intersection. TJW would work with the Tait team to make sure that the traffic signal poles and equipment can be installed at the ultimate location. (Cond. 2.37j) **$7,000.00**
- TJW would coordinate with the team's dry utility consultant and the City's Broadband Operations Department on the requirements needed to adhere to the City's Fiber Optic Master Plan. TJW would then prepare fiber optic plans for the main fiber conduit system with the City's right of way. TJW would show how the proposed fiber system would connect into the existing system located on the north side Grand Park Street. It is assumed that the fiber system would tie into an existing system just east of Acadia Avenue. (Cond. 2.51) **$4,000.00**
- TJW would coordinate with the Tait team and prepare final specifications and estimates. **$1,500.00**
- Project meetings: **$1,500.00**

3. Construction Documentation: $26,750.00

Once the concept plans prepared in the Design Development phase have been reviewed and vetted, TJW would move towards final PS&E for the following tasks:

- TJW would prepare final signing and striping for Grand Park Street from Turner to Haven Avenue. **$3,000.00**
- TJW would prepare final street lighting plans for Grand Park Street on both sides of the street from Acadia Avenue to Haven Avenue (approximately 1,300-feet) and on the south of the street from Archibald Avenue to Acadia Avenue (approximately 4,000-feet). **$9,750.00**
- TJW would prepare final traffic signal plan design for the intersection of Grand Park Street and Haven Avenue. **$7,000.00**
- TJW would prepare final fiber optic plans for the main fiber conduit system with the City's right of way on Grand Park Street. **$4,000.00**
- TJW would coordinate with the Tait team and prepare final specifications and estimates. **$1,500.00**
- Project meetings. **$1,500.00**

4. Construction Observation and any necessary inspections: $3,000.00

TJW would prepare as-built drawings for the signing & striping, traffic signal, street lighting, and fiber optic plans. TJW would prepare the plans after construction has been completed. TJW would also be available to respond to contractor's RFI's and provide shop drawing review. This task would be billed on a time and material basis.

Off-Site Traffic Engineering Design Package (Phase 2)
TOTAL BUDGET: $157,000.00

1. Design Update Phase: $4,000.00

TJW would support the Tait team providing traffic engineering review and exhibits during this phase of the project. This budget would be billed on a T&M basis.

2. Design Development: $73,750.00

TJW would support the team in the preparation of signing & striping, traffic signal, street lighting, and fiber optic plan design for the streets of Haven Avenue, Eucalyptus Avenue and Archibald Avenue surrounding the park. This Design Development phase would assume that plans would be engineered but completed only to a 50% level to allow feedback from the team and the City prior to final plan, specifications, and estimates.

TJW would fulfill the design requirements as listed in the conditions of approval dated April 22, 2022, for the following tasks:

- TJW would meet with City staff prior to designing and submitting for plan review to define the limits of the improvements. (Cond. 2.37s) **$500.00**
- TJW would prepare concept signing & striping plans for Haven Avenue, Eucalyptus Avenue and Archibald Avenue. (Cond. 2.37f, 2.37g, 2.37i) **$8,000.00**
    - Haven Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)
    - Eucalyptus Avenue – Haven Avenue to Archibald Avenue (6,000-feet)
    - Archibald Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)
- TJW would prepare concept level street lighting plans for Haven Avenue, Eucalyptus Avenue and Archibald Avenue. The concept plans would identify the street light type and location and would include pull boxes and conduit design. (Cond. 2.37f, 2.37g, 2.37i) **$17,750.00**
    - Haven Avenue – West side from Eucalyptus Avenue to Grand Park Street (2,300-feet)
    - Eucalyptus Avenue – North side from Haven Avenue to Archibald Avenue (6,000-feet)

  - Archibald Avenue – East side Eucalyptus Avenue to Grand Park Street (2,300-feet)

- TJW would prepare a preliminary traffic signal plan design for 6 intersections. Plans would be prepared at an approximately 50% level showing the engineered location of traffic signal equipment (poles, pull boxes, conduit, cabinet) and striping (crosswalks, lane configurations) for the proposed signalized intersection. TJW would work with the Tait team to make sure that the traffic signal poles and equipment can be installed at the ultimate location. (Cond. 2.37j) **$30,500.00**

  - Haven Avenue at Grand Park Street – traffic signal modification (Cond. 2.37j)

  - Haven Avenue at Eucalyptus Avenue – traffic signal modification (Cond. 2.37k)

  - Park Place Avenue at Eucalyptus Avenue (Cond. 2.37i)

  - Celebration Avenue / Park Entrance At Eucalyptus Avenue (Cond. 2.37o)

  - Archibald Avenue at Eucalyptus Avenue – traffic signal modification (Cond. 2.37i)

  - Archibald Avenue at Grand Park Street – traffic signal modification (Cond. 2.37n)

- TJW would coordinate with the team's dry utility consultant and the City's Broadband Operations Department on the requirements needed to adhere to the City's Fiber Optic Master Plan. TJW would then prepare fiber optic plans for the main fiber conduit system with the City's right of way. TJW would show how the proposed fiber system would connect into the existing system. (Cond. 2.51) **$14,000.00**

  - Haven Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)

  - Eucalyptus Avenue – Haven Avenue to Archibald Avenue (6,000-feet)

  - Archibald Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)

- TJW would coordinate with the Tait team and prepare final specifications and estimates. **$1,500.00**

- Project meetings: **$1,500.00**

3. Construction Documentation: $73,250.00

Once the concept plans prepared in the Design Development phase have been reviewed and vetted, TJW would move towards final PS&E for the following tasks:

- TJW would prepare final signing and striping for Haven Avenue, Archibald Avenue, and Eucalyptus Avenue. **$8,000.00**
- TJW would prepare final street lighting plans for Haven Avenue, Archibald Avenue, and Eucalyptus Avenue. **$17,750.00**
- TJW would prepare final traffic signal plan design for the 6 intersections Haven Avenue, Archibald Avenue, and Eucalyptus Avenue. **$30,500.00**
- TJW would prepare final fiber optic plans for the main fiber conduit system with the City's right of way on Haven Avenue, Archibald Avenue, and Eucalyptus Avenue. **$14,000.00**
- TJW would coordinate with the Tait team and prepare final specifications and estimates. **$1,500.00**
- Project meetings. **$1,500.00**

4. Construction Observation and any necessary inspections: $6,000.00

TJW would prepare as-built drawings for the signing & striping, traffic signal, street lighting, and fiber optic plans. TJW would prepare the plans after construction has been completed. TJW would also be available to respond to contractor's RFI's and provide shop drawing review. This task would be billed on a time and material basis.

ON-SITE

		Design Development (50%)	Construction Documentation (50%)	TOTAL
TJW would meet with City staff prior to designing and submitting for plan review to define the limits of the improvements. (Cond. 2.37s)	Meeting	$500.00	N/A	$500.00
TJW would produce a conceptual layout for the proposed signalized intersection of Grand Park Street and Haven Avene to verify lane alignment in all directions. (Cond. 2.37a)	Concept Striping Intersection	$500.00	N/A	$500.00
TJW would prepare concept signing & striping plans for Grand Park Street from Turner to Haven Avenue and for the signalized intersection at Grand Park Street and Haven Avenue. The signing and striping plans may include RRFB's (rectangular rapid flashing beacons) or in-roadway warning lighting systems at pedestrian heavy crossings. (Cond. 2.37d, 2.37q)	Signing and Striping, RRFB	$3,000.00	$3,000.00	$6,000.00
TJW would prepare concept level street lighting plans for Grand Park Street on both sides of the street from Acadia Avenue to Haven Avenue (approximately 1,300-feet) and on the south of the street from Archibald Avenue to Acadia Avenue (approximately 4,000-feet). It is assumed that street lights will have already been installed on the north side by residential developers. The concept plans would identify the street light type and location and would include pull boxes and conduit design. (Cond. 2.37e)	street lighting	$9,750.00	$9,750.00	$19,500.00
TJW would prepare a preliminary traffic signal plan design for the intersection of Grand Park Street and Haven Avenue. Plans would be prepared at an approximately 50% level showing the engineered location of traffic signal equipment (poles, pull boxes, conduit, cabinet) and striping (crosswalks, lane configurations) for the proposed signalized intersection. TJW would work with the Tait team to make sure that the traffic signal poles and equipment can be installed at the ultimate location. (Cond. 2.37j)	traffic signal	$7,000.00	$7,000.00	$14,000.00

TJW would coordinate with the team's dry utility consultant and the City's Broadband Operations Department on the requirements needed to adhere to the City's Fiber Optic Master Plan. TJW would then prepare fiber optic plans for the main fiber conduit system with the City's right of way. TJW would show how the proposed fiber system would connect into the existing system located on the north side Grand Park Street. It is assumed that the fiber system would tie into an existing system just east of Acadia Avenue. (Cond. 2.51)	fiber	$4,000.00	$4,000.00	$8,000.00
Specifications and estimates	S&E	$1,500.00	$1,500.00	$3,000.00
Project meetings	Meetings	$1,500.00	$1,500.00	$3,000.00
	TOTALS	$27,750.00	$26,750.00	$54,500.00
Design Update Phase				$4,000.00
Construction Support				$3,000.00
			TOTAL	$61,500.00

OFF-SITE

		Design Development (50%)	Construction Documentation (50%)	TOTAL
TJW would meet with City staff prior to designing and submitting for plan review to define the limits of the improvements. (Cond. 2.37s)	Meeting	$500.00	N/A	$500.00
Signing and stripign				
o Haven Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)	Signing and Striping,	$2,000.00	$2,000.00	
o Eucalyptus Avenue – Haven Avenue to Archibald Avenue (6,000-feet)		$4,000.00	$4,000.00	
o Archibald Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)		$2,000.00	$2,000.00	
		$8,000.00	**$8,000.00**	$16,000.00
Street lighting	street lighting			
o Haven Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)		$4,000.00	$4,000.00	
o Eucalyptus Avenue – Haven Avenue to Archibald Avenue (6,000-feet)		$9,750.00	$9,750.00	
o Archibald Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)		$4,000.00	$4,000.00	
		$17,750.00	**$17,750.00**	$35,500.00
Traffic Signal	traffic signal			
Haven Avenue at Grand Park Street		$500.00	$500.00	
Haven Avenue at Eucalyptus Avenue		$6,000.00	$6,000.00	
Park Place Avenue at Eucalyptus Avenue		$6,000.00	$6,000.00	
Celebration Avenue / Park Entrance At Eucalyptus Avenue		$6,000.00	$6,000.00	
Archibald Avenue at Eucalyptus Avenue		$6,000.00	$6,000.00	
Archibald Avenue at Grand Park Street		$6,000.00	$6,000.00	
		$30,500.00	**$30,500.00**	$61,000.00
Fiber	fiber			
Haven Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)		$4,000.00	$4,000.00	
Eucalyptus Avenue – Haven Avenue to Archibald Avenue (6,000-feet)		$6,000.00	$6,000.00	
Archibald Avenue - Eucalyptus Avenue to Grand Park Street (2,300-feet)		$4,000.00	$4,000.00	
		$14,000.00	**$14,000.00**	$28,000.00
Specifications and estimates	S&E	$1,500.00	$1,500.00	$3,000.00
Project meetings	Meetings	$1,500.00	$1,500.00	$3,000.00

TOTALS	$73,750.00	$73,250.00	$147,000.00

Design Update Phase	$4,000.00
Construction Support	$6,000.00

TOTAL	$157,000.00

Statement of Qualifications

SERVICES PROVIDED
Traffic Engineering Design
Transportation Planning & Studies
Municipal Traffic Engineering
Street Lighting Design
Local Roadway Traffic Calming

PROJECT OFFICE LOCATION
9841 Irvine Center Dr. #200
Irvine, California 92618
Tel: 949.878.3509
Fax: 949.878.3593

ORGANIZATION TYPE
Small Business Enterprise (SBE)
S Corporation

CALIFORNIA DIR NUMBER
1000053383

ESTABLISHED
2010

EMPLOYEES
14

OFFICE LOCATIONS
Irvine, California
Nampa, Idaho

MAIN CONTACTS
Thomas J. Wheat, PE, TE
Owner / Principal
thomas@tjwengineering.com
949.956.8320

Gene Kim, PE, TE
Principal Engineer
gene@tjwengineering.com
949.337.1092

FIRM PROFILE

Established in 2010, TJW, a California Corporation, is a Small Business Enterprise (SBE) consulting firm that specializes in traffic engineering and transportation planning services. Our team of 14 employees, located in California and Idaho, is comprised of experienced engineers, planners and staff that have extensive knowledge of standards, specifications, and guidelines. Through our project experience, we can effectively provide thorough and comprehensive services for innovative traffic engineering and transportation planning solutions to meet the needs of our clients, stakeholders and the community.



At TJW, we pride ourselves on the importance of producing quality work and we believe that continuously producing quality products is the main reason clients have continued to return to TJW for our services for the past 13 years. It is our belief that excellence consists of more than just a turnkey product that is one dimensional; we strive to ensure that the product we provide is the best solution for that project, for that client, and for that agency. In our line of transportation planning and traffic engineering design work, there's an extraordinary amount of time working and coordinating with leaders of different organizations so it's imperative that we are all on the same page. Our core principles and characteristics can easily be summed up as our **4 A's to Success**:

Accountable – TJW's experience in the industry has led us to understand the individual requirements for each project so we can help achieve project goals. We meticulously outline tasks and our capabilities so we can appropriately and responsibly address them while providing transparency and helping to manage expectations.

Accessible – TJW values your time and the urgency of your project deadlines. We have adopted a responsive culture that encourages staff to be available for your project. Our knowledgeable staff are fast to respond and can consistently provide active customer service to help move your project's progress and development forward.

Adaptable – TJW understands that project scopes change, and things come up – we are prepared for that. When changes occur, we are ready to adjust schedules, shift priorities, modify roles or make process improvements to help ensure that your project stays on track.

Attitude – TJW's team possesses a great attitude and positive outlook for any project. This helps to maintain our core character; happy people are productive and do quality work. We exercise a healthy work-life balance while also committing to every project and task. We enjoy brainstorming solutions for your transportation planning and traffic engineering projects and are excited to team up with you.

CORE SERVICE CAPABILITIES

The professionals at TJW have designed and performed hundreds of traffic engineering design plans and transportation planning studies for a variety of private and public sector clients including architects, civil engineers, commercial and residential developers, school districts, community associations, cities, counties, and public agencies, including Caltrans. TJW offers our clients expertise in the fields of Traffic Engineering, Traffic Operations and Transportation Planning. We believe that the selection of our highly qualified team is imperative in implementing a project approach that is proven for success.

Traffic Engineering

Traffic engineering design and operational studies are among TJW's specialties. TJW provides design plans for cities, developers, engineers, and architects, that maintain sound, cost effective solutions to the private and public sector clients.

Traffic Engineering Services

- Traffic Signal Design
- Signing and Striping Design
- Alignment Studies
- Roadway and Street Lighting
- Safety and Accident Studies
- Traffic Signal Operations
- Roundabout Design
- Warrant Analysis
- Traffic Control Design
- Plan Check Services
- Record Drawings

Transportation Planning Services

- Traffic Impact Analysis
- VMT Screening/ Modeling
- Parking Studies
- Capacity and LOS
- Ped and Bicycle Planning
- Safe Routes to School
- Site Access Review
- Trip Generation Analysis
- Circulation Analyses
- Environmental Docs
- Traffic Simulation
- Development Review

Transportation Planning

Our extensive knowledge of transportation planning principles and best practices combined with our technical know-how allow us to provide recommendations to enhance mobility and quality of life while attempting to minimize potential impacts to the environment.

Municipal Traffic Engineering

TJW has worked with numerous public agencies as an extension of staff providing traffic engineering services allowing for the agency to meet temporary increases in workload or to solicit an expert opinion or services from TJW.

Municipal Traffic Engineering Services

- Community Traffic Calming
- Traffic Engineering Design
- Traffic Analysis
- Plan Checks
- Report / Study Review
- Public Meetings
- Public Outreach
- Staff Management
- Customer Service

TJW also provides aerial photo services for projects via unmanned aerial vehicle (UAV) or drones. TJW has three (3) FAA licensed UAV operators that utilize drones for the purposes of capturing video footage and images associated with data collection or to obtain a better understanding of existing conditions such as geometric layouts, traffic patterns, parking occupancy and other traffic engineering related footage. Providing drone footage could be the missing piece to help provide that extra level of style, flair and added value to your project.

TJW Engineering Inc. understands that the core of every successful project is largely based on completing the assigned task(s) on schedule, within budget to ensure value through appropriate planning, communication and execution. TJW embodies the strong core principles to provide quality service and we look forward to being a successful part of your team.

701 N. Parkcenter Drive, Santa Ana, CA 92705
www.tait.com | 714.560.8200

ATTACHMENT D
DRY UTILITY SCOPE & FEES

RGI UTILITY CONSULTANTS
A PROACTIVE COMPANY

SCOPE OF SERVICE
Dry Utility Coordination Tasks – SD/DD/CD/CS
Ontario Great Park Site - Onsite
Ontario, California

UNDERSTANDINGS:

1. It is understood that Client will provide to **RGI** all plans, exhibits, and related documents, excepting plans/documents from the utilities, necessary for **RGI** to perform its tasks.
2. It is understood that Client will provide to **RGI** all necessary updates and plan revisions as they occur and will keep **RGI** apprised of any changes to the project.
3. It is understood that the tasks included in the Scope of Services will include activities up to and including the completion of Dry Utility SD/DD/CD/CS segments for the Project. RGI will generate a series of dry utility composite plans for reference and costing purposes showing the proposed layouts of all dry utilities for each segment of the Undertaking.
4. It is understood that all Plan Check Fees, Utility Company Fees (including costs for record maps), and fees related to permits are not a part of this Scope of Services.
5. It is understood that this Scope will be for onsite and "Project Adjacent" Dry Utility tasks only. In the event that, during the course of the Project, it is determined that offsite dry utility study tasks beyond the project area are required, those tasks will be on a separate scope.
6. It is understood that this Scope of Services covers those tasks required to address the local Dry Utility Companies; those being Power, City Fiber, Telephone, and Cable TV.
7. It is understood that this scope will not include tasks to relocate any existing overhead or underground dry utilities that may be in conflict with proposed improvements for the site. In the event that, during the design and/or construction of the site, a need to relocate existing underground dry utilities occurs, a separate scope will be prepared.
8. It is understood that all permitting will be by others. RGI will assist with any "Plan Check" items related to permits; however, the actual process will be by others.
9. It is understood that this is limited to one change of planning personnel at each utility company. In the event that, during the design of the site, more than one change in planner occurs, a separate scope will be prepared for those tasks.
10. It is understood that this scope will include up to three (3) CAD base updates per project segment. In the event that, during the design of the site, additional base updates are required, a separate scope will be prepared for those tasks.
11. It is understood that this scope will include a maximum of one (1) bi-weekly meeting as part of General Services for a period of twelve (12) months. In the event that, during the development of the site, additional meetings are required, a separate scope will be prepared for those tasks.

SCOPE OF SERVICES:

General Services:

1. Prepare for, attend, and respond to action items resulting from Project Team meetings at direction of Client and Project Team. RGI's presence will be on an "As Needed" basis.
2. Assist Project Team with items and/or issues that are dry utility related but not necessarily within the Scope of Services.

Project Planning and Dry Utility Capacity studies – Schematic Design Segment:

1. Meet with project team to establish schedules, areas of concern, priorities, and action items. Assist client and project team with direction of project for Dry Utility activity.
2. Research the project area to establish points of connection for each dry utility. Meet with the project team to obtain existing communication with Power, loads for electrical, and additional requests for low voltage.
3. Conduct initial meetings with dry utility personnel to acquaint them with the project and estimated loads/timing.
4. Obtain estimated dry utility loads from Project Team and submit same to respective dry utility companies for their "method of service" studies and potential "points of connection" for the project.
5. Coordinate and monitor each utility company's progress for their service capacity and obtain resolution on this item.

Project Planning during the Design Development Segment:

1. Obtain CAD Base files from Project Team and work with dry utility personnel for more defined locations of their respective facilities for the project.
2. Assist Project Team and dry utility representatives with structure sizing and working clearances/access/staging for their respective onsite facilities.
3. Generate "DD" layouts for backbone infrastructure on Great Park Drive extension easterly to Haven.
4. Based on input from Project Team and dry utility companies, generate a "Dry Utility Composite Plan" for review and comments by Project Team and dry utility personnel.
5. After DUCP reviews, provide plans and Dry Utility Budget Cost Estimates for Project Team review and comments.
6. Submit Dry Utility package to Project Team and reach closure on the Dry Utility "Design Development" segment of the project.

Dry Utility Design Coordination during the "Construction Document" Segment:

1. Obtain Updated CAD Base files from Project Team and convert same to "Power/City Fiber/Low-Voltage" formats for submittals to dry utility companies for their Work Order designs to bring services to the Project. Include CD layouts for extension of Great Park Drive to Haven.
2. Generate forms needed by each of the dry utility companies and provide same in submittal packages to dry utility companies for their work order designs.
3. Review and monitor Project Team's CD plans and provide updates to dry utilities as the CD plans and dry utility work orders progress through their design milestones.
4. Obtain "Preliminary" dry utility designs and review same with Project Team.
5. Submit updated Preliminary Design plans to Dry Utility companies and request Final Designs.
6. Obtain Final Designs and approval for same. Request Final Agreements/invoicing/easements as needed to reach closure on this segment.
7. Prepare for, participate in, and respond to action items from one (1) Pre-Trench meeting between Project Contractor and respective dry utility inspectors.

RGI UTILITY CONSULTANTS
A PROACTIVE COMPANY

Composites Plans & Exhibits:

1. Prepare, design, and distribute all plans and exhibits required by the utility companies to coordinate the dry utilities – both on-site and off-site.
2. Coordinate and update Civil base files for a Dry Utility Composite Plan.
3. Prepare and design a proposed dry utility composite plan for the coordination of all dry utilities with their respective companies.

Dry Utility Construction Support:

1. Prepare for, participate in, and respond to action items from participation in Dry Utility Construction Team meetings at direction of Client. It is anticipated that RGI's involvement will not exceed 30 hours.
2. Assist Project Team with review of RFI items and Change Order items, if any.
3. Assist with identifying dry utility sequencing and separate groups within each dry utility company's operations divisions and related procedures that are needed during const.

COST SUMMARY

RGI will provide those services as outlined in the referenced "Scope of Services" in accordance with industry accepted standards and within a time frame agreed upon between **RGI** and Client. Fees for services will be on a "Fixed Fee" basis not to exceed the amounts listed without prior authorization from the Client. Costs for Reprographics and Client/Owner requested reimbursables will be in addition to the fees for services and will be at "Actual Costs" with receipts attached to the monthly invoicing for fees if a designated Reprographics firm is not established by the Client.

DRY UTILITY STUDY TASKS:	***FEES :***	***REIMBURSABLES:***
General Services – Team mtgs (Est. 45 hours):	$ 8,100.00	$ Open
DU Project Planning – SD Segment :	$ 4,740.00	$ Open
DU Design Coord. Tasks DD Segment :	$ 3,760.00	$ Open
DU Design Coord. Tasks – CD Segment - Onsite:	$ 6,580.00	$ Open
DU Design Coord. Tasks – Public St. – Offsite:	$ 8,940.00	$ Open
CAD Base Updates :	$ 3,180.00	$ Open
Dry Utility Construction Support tasks :	$ 7,560.00	$ Open
FEE AMOUNTS.....	***$ 42,860.00***	***$ Open***

A copy of RGI's Schedule of Fees is attached and is to be considered a part of this document.

Respectfully Submitted:
RGI UTILITY CONSULTANTS

In Agreement:

_____ _____

Robert H. Gregory
Principal
April 1, 2024

RGI UTILITY CONSULTANTS
A PROACTIVE COMPANY

SCOPE OF SERVICE
Dry Utility Coordination Tasks – SD/DD/CD/CS
Ontario Great Park Site – Offsite Roadways
Ontario, California

UNDERSTANDINGS:

1. It is understood that Client will provide to **RGI** all plans, exhibits, and related documents, excepting plans/documents from the utilities, necessary for **RGI** to perform its tasks.
2. It is understood that Client will provide to **RGI** all necessary updates and plan revisions as they occur and will keep **RGI** apprised of any changes to the project.
3. It is understood that the tasks included in the Scope of Services will include activities up to and including the completion of Dry Utility Offsite SD/DD/CD/CS segments for the Project. RGI will generate a series of dry utility composite plans for reference and costing purposes showing the proposed layouts of all dry utilities for each segment of the Undertaking.
4. It is understood that all Plan Check Fees, Utility Company Fees (including costs for record maps), and fees related to permits are not a part of this Scope of Services.
5. It is understood that this Scope will be for onsite and "Project Adjacent" Dry Utility tasks only. In the event that, during the course of the Project, it is determined that offsite dry utility study tasks beyond the project area are required, those tasks will be on a separate scope.
6. It is understood that this Scope of Services covers those tasks required to address the local Dry Utility Companies; those being Power, City Fiber, Telephone, and Cable TV.
7. It is understood that this scope will not include tasks to relocate any existing underground dry utilities that may be in conflict with proposed improvements for the site. In the event that, during the design and/or construction of the site, a need to relocate existing underground dry utilities occurs, a separate scope will be prepared.
8. It is understood that all permitting will be by others. RGI will assist with any "Plan Check" items related to permits; however, the actual process will be by others.
9. It is understood that this is limited to one change of planning personnel at each utility company. In the event that, during the design of the site, more than one change in planner occurs, a separate scope will be prepared for those tasks.
10. It is understood that this scope will include up to three (3) CAD base updates per project segment. In the event that, during the design of the site, additional base updates are required, a separate scope will be prepared for those tasks.
11. It is understood that this scope will include a maximum of one (1) bi-weekly meeting as part of General Services for a period of twelve (12) months. In the event that, during the development of the site, additional meetings are required, a separate scope will be prepared for those tasks.

SCOPE OF SERVICES:

General Services:

1. Prepare for, attend, and respond to action items resulting from Project Team meetings at direction of Client and Project Team. RGI's presence will be on an "As Needed" basis.
2. Assist Project Team with items and/or issues that are dry utility related but not necessarily within the Scope of Services.

Project Planning and Dry Utility Capacity studies – Schematic Design Segment:

1. Meet with project team to establish schedules, areas of concern, priorities, and action items. Assist client and project team with direction of project for Dry Utility activity.
2. Research the project area to establish points of connection for each dry utility that will be required to be undergrounded.
3. Conduct initial meetings with dry utility personnel to acquaint them with the project and estimated loads/timing.
4. Coordinate and monitor each utility company's progress for their service capacity and obtain resolution on this item.

Project Planning during the Design Development Segment:

1. Obtain CAD Base files from Project Team and work with dry utility personnel for more defined locations of their respective facilities for the project.
2. Assist Project Team and dry utility representatives with structure sizing and working clearances/access/staging for their respective offsite facilities.
3. Generate "DD" layouts for backbone infrastructure on Haven from Great Park to Eucalyptus and on Eucalyptus from Haven westerly to Archibald.
4. Based on input from Project Team and dry utility companies, generate a "Dry Utility Composite Plan" for review and comments by Project Team and dry utility personnel.
5. After DUCP reviews, provide plans and Dry Utility Budget Cost Estimates for Project Team review and comments.
6. Submit Dry Utility package to Project Team and reach closure on the Dry Utility "Design Development" segment of the project.

Dry Utility Design Coordination during the "Construction Document" Segment – Haven:

1. Obtain Updated CAD Base files from Project Team and convert same to "Power/City Fiber/Low-Voltage" formats for submittals to dry utility companies for their Work Order designs to convert the existing aerial facilities to underground facilities.
2. Generate forms needed by each of the dry utility companies and provide same in submittal packages to dry utility companies for their work order designs.
3. Review and monitor Project Team's CD plans and provide updates to dry utilities as the CD plans and dry utility work orders progress through their design milestones.
4. Obtain "Preliminary" dry utility designs and review same with Project Team.
5. Submit updated Preliminary Design plans to Dry Utility companies and request Final Designs.
6. Obtain Final Designs and approval for same. Request Final Agreements/invoicing/easements as needed to reach closure on this segment.
7. Prepare for, participate in, and respond to action items from one (1) Pre-Trench meeting between Project Contractor and respective dry utility inspectors.

Dry Utility Design Coordination during the "Construction Document" Segment – Eucalyptus:

1. Obtain Updated CAD Base files from Project Team and convert same to "Power/City Fiber/Low-Voltage" formats for submittals to dry utility companies for their Work Order designs to convert the existing aerial facilities to underground facilities.

2. Assist dry utility personnel with riser pole locations or existing structure locations for the proposed undergrounding.
3. Generate forms needed by each of the dry utility companies and provide same in submittal packages to dry utility companies for their work order designs.
4. Review and monitor Project Team's CD plans and provide updates to dry utilities as the CD plans and dry utility work orders progress through their design milestones.
5. Obtain "Preliminary" dry utility designs and review same with Project Team.
6. Submit updated Preliminary Design plans to Dry Utility companies and request Final Designs.
7. Obtain Final Designs and approval for same. Request Final Agreements/invoicing/easements as needed to reach closure on this segment.
8. Prepare for, participate in, and respond to action items from one (1) Pre-Trench meeting between Project Contractor and respective dry utility inspectors.

Composites Plans & Exhibits:

1. Prepare, design, and distribute all plans and exhibits required by the utility companies to coordinate the dry utilities – both on-site and off-site.
2. Coordinate and update Civil base files for a Dry Utility Composite Plan.
3. Prepare and design a proposed dry utility composite plan for the coordination of all dry utilities with their respective companies.

Dry Utility Construction Support:

1. Prepare for, participate in, and respond to action items from participation in Dry Utility Construction Team meetings at direction of Client. It is anticipated that RGI's involvement will not exceed 30 hours.
2. Assist Project Team with review of RFI items and Change Order items, if any.
3. Assist with identifying dry utility sequencing and separate groups within each dry utility company's operations divisions and related procedures that are needed during const.

RGI UTILITY CONSULTANTS
A PROACTIVE COMPANY

COST SUMMARY

RGI will provide those services as outlined in the referenced "Scope of Services" in accordance with industry accepted standards and within a time frame agreed upon between **RGI** and Client. Fees for services will be on a "Fixed Fee" basis not to exceed the amounts listed without prior authorization from the Client. Costs for Reprographics and Client/Owner requested reimbursables will be in addition to the fees for services and will be at “Actual Costs” with receipts attached to the monthly invoicing for fees if a designated Reprographics firm is not established by the Client.

DRY UTILITY STUDY TASKS:	***FEES :***	***REIMBURSABLES:***
General Services – Team mtgs (Est. 35 hours):	$ 6,300.00	$ Open
DU Project Planning – SD Segment :	$ 3,410.00	$ Open
DU Design Coord. Tasks DD Segment :	$ 4,550.00	$ Open
DU Design Coord. Tasks – OHD/UGD - Haven:	$ 6,580.00	$ Open
DU Design Coord. Tasks – OHD/UGD – Eucalyp.:	$ 11,360.00	$ Open
CAD Base Updates :	$ 3,180.00	$ Open
Dry Utility Construction Support tasks :	$ 6,330.00	$ Open
FEE AMOUNTS……	***$ 41,710.00***	***$ Open***

A copy of RGI’s Schedule of Fees is attached and is to be considered a part of this document.

Respectfully Submitted:
RGI UTILITY CONSULTANTS

In Agreement:

_____ _____

Robert H. Gregory
Principal
April 1, 2024

RGI UTILITY CONSULTANTS
A PROACTIVE COMPANY

FEE SCHEDULE
January 1, 2024 through December 31, 2024

CLASSIFICATION	***BILLING RATE PER HOUR***
Principal	***$ 225.00***
Senior Project Manager	***$ 205.00***
Project Manager	***$ 185.00***
Project Coordinator II	***$ 165.00***
Project Coordinator I	***$ 150.00***
Utility Coordinator	***$ 135.00***
Cad Technician/Designer	***$ 125.00***
Assist. Utility Coordinator	***$ 110.00***
Administrative Assistant	***$ 95.00***

Saturday / Sunday time will be charged at 1.5 times the standard billing rate per hour.
Reimbursables, unless stated otherwise, will be billed at "Actual Costs " with receipts attached to billing.

Patricia L. Neely
Principal

200 S. Main Street, Suite 316 | Corona, CA 92882
951-279-7900
www.dryutility.com

701 N. Parkcenter Drive, Santa Ana, CA 92705
www.tait.com | 714.560.8200

ATTACHMENT E
STRUCTURAL SCOPE & FEES

Proposal for Structural Engineering Services: Ontario Great Park

Date: April 4, 2024

Proposal expires in 30 days on May 4, 2024

Re: Ontario Great Park
Ontario, CA

Client: David Sloan
TAIT
701 N. Parkcenter Drive
Santa Ana, CA, 92705
714.560.8643
Dsloan@Tait.com

From: Shawn Lothrop, PE, SE, CEO
Innovative Structural Engineering, Inc. (dba: ISE Structural Engineers)
27369 Via Industria
Temecula, CA 92590
951.600.0032
Shawn@ISEengineers.com



1. Project Description:

The structural project scope consists of the following:

1.1 Prepare structural engineering documents for site structures for park improvements. Excludes building structures.

1.2 Offsite structures: Structural engineering support

1.3 Onsite structures: Site walls, culvert walls, pedestrian bridge retaining walls (excludes abutment), light pole footings, sign footings, walls, fences, trellises, playground equipment footings, gates, guardrails, elevated wood decks, informations boards, outdoor classroom tables and Grand Park St off-site structures

OFFSITE - 2.0 - Scope of Services					
Item	Description	# Events	Est. Hours per Event	Total Est. Hours	Fee
Structural Engineering Support					
2.1	Structural engineering limited support services as needed			16.0	$ 2,720
			OFFSITE Fixed Fee:	16.0	**$ 2,720**

ONSITE - 2.0 - Scope of Services					
Item	Description	# Events	Est. Hours per Event	Total Est. Hours	Fee
Design Update Phase					
2.2	Attend remote video coordination calls with team during this phase			4.0	$ 680
			Sub Totals:	4.0	$ 680
Design Development Phase					
2.3	Prepare design development documents			24.0	$ 4,080
			Sub Totals:	24.0	$ 4,080
Construction Documents					
2.4	Prepare construction documents with calculations			100.0	$ 17,000
2.5	Attend remote video coordination calls during this phase			8.0	$ 1,360
2.6	Respond to plan check corrections/comments			8.0	$ 1,360
2.7	Attend plan check meeting with jurisdiction	0	0.0	0.0	Excluded
			Sub Totals:	116.0	$ 19,720

Continued Page 2

ISE STRUCTURAL ENGINEERS

Proposal for Structural Engineering Services:	Ontario Great Park

Construction Administration						
2.8	Respond to bidder request for information (RFI's)			2.0	$	340
2.9	Respond to request for information (RFI's)			16.0	$	2,720
2.10	Review shop drawings & material submittals			4.0	$	680
2.11	Owner-Architect-Contractor (OAC) site meetings	0	0.0	0.0	$	-
2.12	Structural construction observations	0	0.0	0.0	Excluded as Add Alternate	
2.13	Prepare record drawings			0.0	Excluded	
			Sub Totals:	20.0	$	3,740
			ONSITE Fixed Fee:	160.0	**$**	**28,220**

OPTIONAL - Add Alternates (IF Observations Requested by City of Ontario)						
Item	Description	# Events	Est. Hours per Event	Total Est. Hours	Fee PER VISIT	Client Approved (Y/N)
2.25	Structural construction observations per site visit (if requested)	1	6.0	6.0	$ 1,020	

3. Assumptions and Exclusions:

The scope described above is the total scope of work, and any additional work/scope will be considered additional services to be performed on a time-and-materials basis. Assumptions and exclusions include, as listed below:

- 3.5 Construction documents includes final structural design documents with all relevant structural information shown and ready for jurisdiction review & bid.
- 3.10 Client will provide architectural and civil backgrounds drawings for our use
- 3.11 Opinion of probable cost is excluded
- 3.12 Architect / Owner revisions are excluded, including excessive revisions during design
- 3.13 Construction changes or repairs are excluded
- 3.14 Revisions due to code change is excluded
- 3.15 Drawings will be prepared with the latest AutoCad software. Revit is excluded unless noted.
- 3.16 General project notes & material specifications will be provided as part of the structural drawings. Preparation of project book specifications are excluded unless specifically noted.
- 3.17 Waterproofing specifications, methods, water collection details, slope, steps, size, locations and materials/treatment specifications are excluded
- 3.18 Fireproofing specifications, methods, details, locations and materials/treatment specifications are excluded

4. Rates for Additional Billable Items:

The following are rates for work performed outside the scope of this contract agreement. After client approval, all additional services will be invoiced based on the amount of time and material required. The rates expire at the end of each calendar year.

Rates - Additional Scope Service			
Item #	Staff	Rate	
4.1	Owner/Principal Engineer	$315	per hour
4.2	Project Manager	$205	per hour
4.3	Design/Field Engineer	$155	per hour
4.4	Drafter	$140	per hour
4.5	Add'l Meetings	Billed Hourly	
4.6	Structural Observations	Billed Hourly	
4.7	Add'l Site Visits	Billed Hourly	
4.8	Expenses:		
	Printing/Airfare/Rental Car/Lodging	Cost + hourly rate	

Proposal for Structural Engineering Services: Ontario Great Park

9. Invoicing & Payment Schedule:

9.1 Deposit: A 20% non-refundable deposit of the total fee is required to start work

9.2 Billing: ISE will progress bill for all work performed twice a moth or at project phase completion.

9.3 Payment Terms: All Invoices are due within 30 days of receipt.

13. Insurance:

ISE carries the following insurance coverage & claim limits each occurrence / aggregate per year.

Insurance Type	Claim Limits**
Professional Error & Omission	2 Mil / 4 Mil
Workers Comp	1 Mil / 1 Mil
Automobile	1 Mil

22. Execution:

This Proposal is to be signed by the Client and returned as a notice to proceed. Once signed and accepted by the Client, this Proposal shall become the Agreement of the parties. A separate letter may be provided as a notice to proceed, in lieu of signing this Proposal. A copy of this contract and proposal are to be included as an addendum or exhibit in any contract provided to Innovative Structural Engineering, Inc. for signature

April 4, 2024

Shawn Lothrop, SE, #S5627 - California — Date

CEO

Innovative Structural Engineering, Inc. (dba: ISE Structural Engineers)

ACCEPTED:

Signature — Print Name /Title — Date

TAIT

AGREEMENT made this 4 April 2024

BETWEEN **Lighting Design Alliance**, 2830 Temple Avenue, Long Beach, California 90806, hereinafter referred to as "Consultant",

AND **SWA Group**, 570 Glenneyre Street, Laguna Beach, California 92651, hereinafter referred to as "Client".

For the following Project: **City of Ontario Grand Park Phase 1** located in Ontario, California.

Consultant and Client agree as set forth below:

I. SCOPE OF WORK

The Scope of Work is based on the project areas as described below:

Scope of Areas

- 130 Acres
- Bridge over Archibald Avenue
- Dog Park
- Arroyo (4)
- Meadows (5)
- Farm Hub
- Active Turf (3)
- Orchards (2)
    - Market Alley
    - Food Truck Lot
- Playgrounds
- Educational Gardens
- Amphitheater
    - House Lighting
- Internal Streets
- Pathways
- Parking Lots
- Landscape
- Signage (if not internally illuminated)
- Special features
- Decks and Trellises
- Entry Trellises

II. SCOPE OF SERVICES

A. Schematic Design

1. Consultant will develop lighting design solutions for the areas listed above and submit concept sketches describing these solutions for review and comment by the Architect.
2. Consultant will provide two (2) conceptual package submissions that will include: lighting layouts (on backgrounds, provided by Architect), generic fixture symbols and descriptions, sketches to illustrate concepts, custom fixtures and lighting control concepts.
3. Consultant will provide design meetings as outlined in *Section V. Consultant Compensation*.
4. Consultant will provide one (1) review of the design documents and details as prepared by the Architect and other consultants for compatibility of concept.
5. Consultant will assist with establishing estimate for the proposed lighting and provide one (1) cost estimate review.

B. Design Development

1. Based upon the approved design and cost estimate, Consultant will provide one (1) lighting package submission that will include the following: lighting plans, elevations,

THE LIGHTING DESIGN ALLIANCE, INC.
LOS ANGELES
2830 TEMPLE AVENUE
LONG BEACH, CA 90806-2213
T: +1 562 989 3843
F: +1 562 989 3847
www.LightingDesignAlliance.com

outline specifications, standard fixture details, fixture schedule, cut sheets, control plans, and control schedules.

2. Consultant will communicate all lighting power requirements to the Electrical Engineers of record.
3. Consultant will provide documentation of all special lighting control requirements including lighting control zones and methods of operation. Dimming control equipment will be tailored to the design. Consultant will provide one (1) lighting controls submission.
4. Consultant will review the design and recommend lighting controls for compliance with local energy codes, if applicable. This does not include calculations or submissions; however, design must conform to the requirements. Energy code submission to plan check will be provided by the Electrical Engineer.
5. Consultant will provide coordination meetings as outlined in *Section V. Consultant Compensation*.
6. Consultant will provide one (1) review of documents as related to lighting prepared by the Architect, Landscape Architect and Electrical Engineer.

C. Construction Documents

1. Based on the previously approved design, Consultant will review and coordinate the preparation of the lighting plans. Consultant will provide technical specifications for all standard lighting fixtures and performance specifications for incorporation into the Construction Documents by the Architect, Electrical Engineer, and/or the Contractor. This will include a revised fixture schedule.
2. Consultant will provide two (2) lighting package submissions that will include a complete lighting system specification in draft form with details of all standard lighting elements, which will be included as an integral section in the Electrical Engineer's specifications after review and approval by the Electrical Engineer.
3. Consultant will provide one (1) final revision to make design adjustments to ensure proper integration and coordination.
4. Consultant will provide coordination meetings as outlined in *Section V. Consultant Compensation*.
5. Consultant will provide two (2) reviews of final documents prepared by the Architect and other Consultants as related to lighting.

D. Construction Administration

1. Consultant will provide one (1) review to assist the Architect in reviewing qualified bids for work covered by the Consultant's design, fixture manufacturers, suppliers, etc.
2. Consultant will review any cost-saving alternates submitted during the bid selection period for functional capabilities, compatibility with the approved design, and compliance with recognized design standards. Contractor will provide the Consultant with working fixture samples (cord and plug) and point by point illuminance calculations for each lighting fixture alternate, for review and comment.
3. Consultant will provide two (2) Contractor submittal reviews, such as shop drawings and samples, for compliance with design concepts.
4. All code review and compliance is the sole responsibility of the Contractor and shall be reviewed by the Electrical Engineer.
5. Consultant will provide site visits as outlined in *Section V. Consultant Compensation*. Site visits will be used to review installation, adjust for construction conflicts, targeting changes, and adjustments of fixtures where required.
6. Consultant will provide final site visits as outlined in *Section V. Consultant Compensation*, at the end of the project to aim all adjustable fixtures, provide punch lists, set controls (if required), verify design, and educate the client on the lighting system. Electrical lighting contractor will provide all necessary labor in accordance with all local and union labor requirements.

E. Work Not Included

1. Consultant will not provide final working or shop drawings of the custom light fixtures. Consultant will review final shop drawings by others.
2. Consultant will not provide Electrical Engineering services including energy calculations, energy code submissions, emergency lighting, or emergency lighting calculations.
3. Consultant will not provide Structural Engineering services including pole footing calculations, wind loading calculations, or weight loading calculations.
4. Consultant will not provide Systems Integration services.
5. Consultant will not provide energy code acceptance testing and commissioning.
6. Consultant will not provide meetings or site visits other than those outlined. Additional meetings or site visits shall be formally requested and considered additional services.
7. Weekly coordination calls are not included.
8. LEED-related calculations and documentation are not included.
9. Emergency egress calculations, whether interior or exterior, are not included.
10. Theatrical or “Show Lighting” and controls design are not included.
11. Consultant will not provide design of adjacent street lighting,
12. Documentation in BIM (Revit) is not included.
13. Traffic Signal
14. Street Lighting on Archibald Avenue, Eucalyptus Avenue, Grand Park Street and Haven Avenue
15. Crosswalk Hazard Lighting
16. Buildings or Interiors.

F. Additional Services

If the Client requests services in addition to those specified above, or indicated as additional services within this contract, an amendment to this Agreement or a separate agreement will be necessary to cover such additional services. These may include the following:

- List of work not included as outlined above
- Mock-ups
- Cost Estimate
- Document language translation
- Insurance coverage above and beyond that already held
- Technology products, services or software beyond that already held

III. CONSULTANT'S RESPONSIBILITY

A. Consultant proposes to design a lighting system, recommend appropriate equipment and advise on conditions which may affect the project, which conform to the items listed below in paragraphs III-B through I.

B. Consultant shall collaborate with the Client and their consultants for the part of the project as described herein. Consultant shall not have any duties or responsibilities for any other part of the project.

C. Consultant shall endeavor to perform its work in character, sequence and timing so that it will be coordinated in accordance with the Project Schedule to be provided by the Client and accepted by Consultant at the time of the signing of this Agreement.

D. Consultant shall not be responsible for the acts or omissions of the Client, the Owner, the Client's or Owner's other consultants, the Contractor, or Subcontractors or any of their agents or employees, or any other person performing any of the work, manufacturers or shippers of equipment or users of the work.

E. It is understood by the Client that Consultant is not an Electrical Engineer for the project.

F. Personnel supplied by Consultant will be deemed employees of Consultant and will not for any purpose be considered employees or agents of the Client. Consultant assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction, and control, payment of salary, worker's compensation, disability benefits, and the like.

G. Printed documentation takes precedence over other methods of communicating a recommendation and, unless otherwise marked, represents the official work of Consultant. Once a recommendation has been delivered to Client, unless notified by Client within two (2) business days of receipt, Consultant will assume that it has been approved by Client and will be implemented.

H. It is understood and agreed by all the parties to this Agreement that time is of the essence.

I. Consultant represents that services shall be performed in accordance with the recognized professional standards of the International Association of Lighting Designers (IALD), the Illuminating Engineering Society (IES) and the American Institute of Architects (AIA).

IV. CLIENT'S RESPONSIBILITY

A. Documentation

1. The drawings, specifications, services, information, surveys and reports provided by the Client pertaining to the Project shall be furnished at the Client's expense, and Consultant shall be entitled to rely on the accuracy and completeness thereof. The Client shall furnish the required information and services and shall render decisions as expeditiously as necessary for the orderly progress of Consultant's services and of the work.
    a. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
    b. It is the responsibility of the Client to have the necessary drawings furnished to Consultant in accordance with the aforementioned agreed upon Project Schedule.
2. The Client shall furnish to Consultant a copy of Estimates of Construction Cost as submitted to the Owner, bidding documents, bid tabulations, and Contract Documents (including Change Orders as issued) affecting Consultant's work.
3. It is the responsibility of Client and Client's other consultants to transpose onto final drawings all documentation and fixture types as designated by Consultant. Failure to do so will result in Client being charged separately for any additional coordination time required to review documents.

B. Coordination

1. If the Client becomes aware of any fault or defect with respect to this part of the project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to Consultant.
2. Failure of the Client to properly and promptly coordinate the work or to distribute necessary information as needed and available, which causes delay or changes in the lighting design work, through no fault of Consultant, will relieve Consultant of any obligation to meet project schedules, to the extent of the delay caused by the absence of available necessary information.

V. CONSULTANT COMPENSATION

A. The Client shall compensate Consultant for the Scope of Services as set forth herein, and the other Terms and Conditions of the Agreement as follows:

The fee will be a fixed fee of **$180,000.00**, not including reimbursable expenses. If selected, a signed copy of this proposal will be required prior to beginning any work. Payments will be due in thirty (30) days after submission to Client. The following is a breakdown of the fee:

Phase	Fee	Virtual Meetings	Site Visits	Final Site Visits
Schematic Design	$36,000.00	As Needed		
Design Development	$54,000.00	As Needed		
Construction Documents	$63,000.00	As Needed		
Construction Administration	$27,000.00	As Needed	Up to 2	Up to 1

Total	**$180,000.00**

B. The Client will be billed for services performed as described above. Additional services, including travel time, onsite time and reimbursable expenses will be billed as follows:

1. Rate Schedule:

	Hourly Rate	Daily - Domestic	Daily - International
CEO & Founder/President	$260.00	$2,000.00	$2,000.00
Vice President/Associate Principal	$200.00	$1,600.00	$1,600.00
Senior Designer	$175.00	$1,400.00	$1,500.00
Designer	$120.00	$1,200.00	$1,500.00
Junior Designer	$75.00	$1,200.00	$1,500.00
Computer Graphics Manager	$130.00		
Production Manager	$115.00		
Production Assistant	$100.00		
Administrative	$65.00		

2. Reimbursable Expenses:

a. Out of Pocket Expenses
   1) Out-of-house reproduction costs shall be billed at actual cost.
   2) In-house reproduction and plotting costs shall be billed as follows:

CAD plotting/bond	$0.75 sq. ft.
CAD plotting/color bond	$7.25 sq. ft.
B&W Letter copy/printing	$0.15 ea.
B&W Tabloid copy/printing	$0.28 ea.
Color Letter copy/printing	$1.00 ea.
Color Tabloid copy/printing	$1.50 ea.

   3) Federal Express and courier services will be billed at actual cost.
   4) Any out-of-pocket expenses shall be billed at actual cost.

b. Purchases on behalf of the Client
   1) Consultant shall submit written requests for approval by the Client for any individual expense in excess of two hundred fifty dollars ($250.00).
   2) If Consultant is requested to make purchases on behalf of the client, a ten percent (10%) administrative fee will be added to the cost of the purchase price. Purchases may include lighting supplies, mock-up supplies, equipment, fixtures, etc.
   3) Insurance coverage above and beyond that already held required and authorized by Client will be billed at actual cost.
   4) Consultant reserves the right to request payment in advance for any purchases made on behalf of Client.

c. Travel Expenses
   1) Local travel by auto will be billed at the current Federal reimbursement rate per mile from portal to portal. Parking fees will be billed at actual cost.
   2) All lodging, air travel and transportation will be billed at actual cost.
   3) All air travel over four hours will be either first or business class fares. All international travel requires a two (2) week minimum notice to Consultant.

3. Payment Terms
   a. All fees invoiced will be net payments, payable in United States Dollars, and drawn on a United States bank or branch therein.
   b. Any wire transfer fees or bank charges associated with payment will be covered solely by the Client.
   c. All payments are net 30 days after receipt of invoice.
   d. If Client fails to pay Consultant within forty five (45) days after receipt and acceptance of Consultant's invoice, Consultant reserves the right to suspend services under this Agreement until the outstanding statements have been paid in full. At that time, Consultant may request a retainer prior to resuming services on behalf of Client.
   e. Unpaid accounts may be charged interest at the legal rate commencing thirty days after the date of the invoice.

C. Consultant reserves the right to revise the hourly contract rate schedule every twelve (12) months during the course of this project.

D. If Client has not signed and returned this Agreement to Consultant's office within ninety (90) days, Consultant reserves the right to revise.

E. If the project is suspended for more than three (3) months or abandoned in whole or in part, Consultant shall be compensated for services performed to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses to date of suspension. If the project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be subject to re-negotiation.

VI. ADDITIONAL SERVICES

It is understood that the Client will be charged for any additional time or expenses incurred as a result of authorized revisions or changes which materially affect the lighting design once the design development drawings have been approved by Client and Owner. Any additional services will be charged to the Client at the rates and terms set forth above. Additional time and/or expenses are incurred as a result of:

A. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with approvals of instructions previously given or which are necessitated by project conditions not made known to Consultant by the Client and are due to causes not solely within the control of Consultant.

B. Due to unknown pricing problems.

C. Revisions or changes made by the Owner during each phase of the project, or budget cuts during each phase of the project.

D. Revisions or changes necessary due to conflicts caused by unknown existing structural, electrical, plumbing or related conditions.

E. Revisions or changes to any item specified in the fixture schedule may materially affect the design concept. Any desired substitution of such items, for any reason, is subject to the written approval of Consultant.

F. Preparing to serve, or serving, as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

VII. INSURANCE

Policy	Limit
General Liability	$2,000,000
• Aggregate	$4,000,000
• Excess Liability/Umbrella	$1,000,000
International General Liability	$2,000,000
Automotive Liability	$1,000,000
International Automobile Liability	$1,000,000
Worker's Compensation	$1,000,000
Foreign Worker's Compensation	$1,000,000
Professional Liability (E&O)	$2,000,000
• Aggregate	$2,000,000

VIII. TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than Consultant, Consultant shall be paid compensation for services performed to termination date, including reimbursable expenses then due and all termination expenses.

IX. ARBITRATION AND GOVERNING LAW

All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by Consultant, the Client and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or person duly consented to by the parties thereto shall be specifically enforceable under the arbitration laws of the State of California.

Notice of demand of arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

X. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to the Consultant for the claim at issue at

the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

XI. JURISDICTION

If any questions as to the interpretation or performance of this contract should arise, it is agreed by the parties hereto that this contract has been entered into in California and all the terms and conditions of this contract shall be bound by California law.

XII. HOLD HARMLESS

To the fullest extent permitted by law, Client and Consultant each shall indemnify, but not defend, the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

XIII. FORCE MAJEURE

Consultant shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused by, or prohibited by, conditions of force majeure, including strikes, labor dispute, fire, breakdowns of commercial transportation, acts of God, acts or restraints of any government agency, or any similar such events which are beyond the reasonable control of Consultant.

XIV. OWNERSHIP OF DOCUMENTS

All drawings, descriptions, computations, sketches, test data, survey results, models, photographs, renderings, specifications and other material prepared by Consultant as instruments of service are and shall remain the property of Consultant whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to Consultant.

A. Document Retention: Two (2) years from project completion, suspension or abandonment, it is the Client's and/or Owner's responsibility to contact Consultant and make arrangements, at their cost, to take possession of all archived project documentation. After that period, Consultant reserves the right to destroy all archived project documentation.

XV. PUBLICITY

Consultant shall be entitled to receive design credit on the title block of all drawings, on specifications, on construction signs, and on any published material about the project. Where credits are given, they shall include the name of "LIGHTING DESIGN ALLIANCE" as Lighting Consultants or Lighting Designers, with the project designer(s) name specified.

If additions, deletions, or changes to the final design occur, without the approval or involvement of Consultant, which materially alter the design concept and quality, Consultant retains the right of non-disclosure. The Client and Owners shall be so notified in writing.

XVI. NON-OWNED COPYRIGHT MATERIAL

The Client acknowledges that Consultant's design presentation and deliverables is intended for the Client's use only and may include visual images, photographs or other forms of intellectual property to convey design character for which the Consultant does not own the copyright. Client agrees not to reproduce and/or otherwise distribute such materials, including distribution in-house or to affiliates or franchisees, without first obtaining the consent of the copyright holder. The Client further agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for copyright, trademark, or other intellectual property infringement which arises from actions of the Client. Consultant will assist the Client with obtaining rights to the copyrighted material, as an Additional Service, if so requested by the Client.

XVII. SUCCESSORS AND ASSIGNS

The Client and Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

XVIII. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between Consultant and the Client and supersedes all prior negotiations, representation or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Consultant and Client.

XIX. COMMENCEMENT OF WORK

Upon receipt of a signed copy of this Agreement, work on this project will commence in accordance with the agreed upon project schedule.

Agreed:

_____

Charles Israel, Co-CEO & Founder
Lighting Design Alliance
2830 Temple Avenue
Long Beach, California 90806

T – 562-989-3843
F – 562-989-3847

Date:

_____

Stephen Rydzon, Principal
SWA Group
570 Glenneyre Street
Laguna Beach, California 92651

T – 949-497-5471
F – 949-494-7861

Date:

rsmdesign

PROPOSAL FOR SIGNAGE AND WAYFINDING DESIGN

Ontario Grand Park

April 4, 2024

SUBMITTED TO:

Steve Ryzdon
SWA Landscape Group
T: 949.497.5471
sryzdon@swagroup.com

PREPARED BY:

Kyle Richter
RSM Design
T 949.492.9479
suzanne@rsmdesign.com
kyle@rsmdesign.com

Project Overview

RSM Design is pleased to submit this architectural graphic design proposal to Steve Ryzdon, with SWA Landscape Group, for the Ontario Grand Park project located in the City of Ontario, CA. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for this project.

Architectural Graphics Scope

The signage listed below will address the park signage within the park area map provided (see exhibit A) and will be the same kit-of-parts, with differentiation in color and/or pattern for each area for differentiation if required.

Public Realm Signage: *(off-stie)*

Please Note: Sign types within this scope area will be implemented through the ROW streets and roadways, some of which will cross outside of the park boundaries.

- Primary vehicular directional
- Secondary vehicular directional
- Public parking identity / directional

Signage Not Included:

- Flexible wayfinding signage elements for temporary events
- Street Name / Stop Sign / Regulatory Signage

Park Signage: *(on-site)*

- Primary entry identity monumentation *(name and logo to be provided)*
- Feature overall project identity
- Entry plaza identity *(name and logo to be provided)*
- Public transportation trolley / transit identity
- Drop-off plaza identity / directional
- Bus / taxi / ride share pick up and drop off
- District / area identity and wayfinding
- Secondary amenity identity *(farmer's market area, amphitheater, playgrounds, picnic structures, lawn areas)*
- Information kiosk / identity
- Bridge identity signage / wayfinding
- Pedestrian directional and wayfinding
- Pedestrian directory *(map insert not included, by others)*
- Public restroom's identity / directional

- Rules and regulations signs
- Trailhead and trail network identity / directional
- Prototype interpretive/information signage *(sign housing only – up to 3 sign sizes; educational information and final graphic layout / content not included)*

Signage Not Included:

- Interior building signage
- Flexible wayfinding signage elements for temporary events
- Tenant / F&B signage or guidelines
- Donor signage
- Temporary construction site barricade graphics

Please Note: For all signs indicated as "Prototype" above, RSM Design will provide type and messaging standards. All final locations, quantities, and messaging for prototypical signs are to be completed by the selected signage fabricator.

Due to the limited information on program specifics, RSM Design has priced the signage design based on program information provided to date. If the program changes during the development of the project, RSM Design reserves the right to revise the scope and fees accordingly.

Scope Items for Consideration

NOT A PART OF THIS PROPOSAL

The following scope items are not included in the overall base fees and can be supplied as an additional service if requested by the client team.

Project & Amenity - Naming & Logo Branding

Specialty Placemaking Graphics:

- Painted ground graphics / murals
- Sculptural feature placemaking elements
- Hardscape inset elements
- Banners

Tenant Identity Sign Criteria Building Mounted

City Submittals

Work Phases + Deliverables

RSM Design will provide the following phases, whether if the project is split into each element or as developed as a single project. The schedule durations below are based on a single project approach.

PHASE 1: DESIGN PHASE

Design Charette & Project Visioning

To kick off the signage and graphics design, a project reconnaissance meeting and design workshop will be held at the offices of the client or at the project site. This charette will enable the team at RSM Design to present initial vision, thoughts, and conceptual ideas and understand the design direction developed by team - working in concert with the client, architect, and consultants to ensure the highest level of design continuity, integration, and quality. The intended goal of the design charette will be to discuss initial approaches and visioning, present any initial graphic work, and establish the initial schematic graphic direction.

Data Collection / Code Review

RSM Design will investigate the project context, community, and local signage code to understand the unique characteristics of the project's location. This may include looking into items such as ideal end users, local sign code restrictions, area demographic, project user, and site context character. RSM Design will also collect all relevant site information and drawings from the project team or client including architectural drawings and initial design work, along with regional or local sign codes *(to be provided by client)*. Additionally, RSM Design will review with the client the project budget, construction phases, scope, and schedule.

In addition to this research, the team at RSM Design will:

- Collect all relevant site information and drawings from the project team or client including:
- Landscape and architectural drawings and initial design work
- Regional or local sign codes (requested from and provided by client)
- Written outline of project approach and objectives

- Obtain and review with the client the project budget, construction phases, and time schedules
- Review preliminary architectural work or objectives with the project team and client to establish signage and graphics design directions

Design

Based on the research and the design charette with the project team, RSM Design will develop design directions and initial project design palettes for the specific elements listed in the above scope of services. Through the use of photographic images, unique references, and hand or computer-generated design sketches, this package will communicate the character and feeling of the graphics and signage. The intent of the presentation is to assist the project team to understand and approve the scope of services for the signage and wayfinding for further development within the subsequent phases of work.

Phase 1 Deliverables

- Narratives, images, and photographs that capture the essence of the project and reinforce the project vision – reference and character pages that convey the vision approaches to the project
- Preliminary location plans
- A maximum of two (2) different design directions will be developed with up to one (1) revision - these will include original design directions for the character and design approaches to the specific signs outlined in the scope.
- The final deliverables will be compiled into a PDF 11 x 17 presentation / package

Phase 1 Schedule

RSM Design respectfully requests an estimated 6 - 8 weeks for the completion of the design package after the mobilization fee is received, and a “kick-off” conversation or meeting is held with the project team. RSM Design shall not be responsible for delays outside of RSM Design's control.

PHASE 2: DESIGN DEVELOPMENT

After the completion of Phase 1 and the client’s written approval of the design phase package, along with their authorization to proceed, RSM Design will address any client comments in the design development phase. This phase will include close coordination of the proposed signage with the project consultant team to ensure that items such as lighting, electrical, and backing locations are met. The drawings will address preliminary design development and production design and include the following:

- Revised designs of approved signage direction; begin design intent bid set of drawings for all sign types showing dimensions, materials, paints, etc.
- Finalized sign locations as coordinated with the project consultant team and approved by the client

- Sign color, font, and material schedules
- Development of general outline specifications

The information contained in the final design intent package will be suitable for pricing and bidding by qualified signage fabricators, as well as the creation of shop drawings by the selected sign fabricator. The final package will show clearly the design aesthetic intent of all signs (conveying the intended design as seen from the exterior of the signs), but does NOT include full detailing of internal structure, engineering, foundations details, lighting specifications, venting, backing, attachments, etc. and is not intended for construction, but contains enough information for a fabricator to produce shop drawings.

Please note; The design development drawings in this final package are not for construction and as typical in the sign industry, the selected sign fabricator acts as the contractor for the signs and is to generate the final shop drawings for the actual production and fabrication of the signs. The selected sign fabricator is responsible for coordinating with local codes or requirements, sign engineering, structural requirements, and coordination electrical, backing, venting, waterproofing, and all attachment methods. The drawings generated by RSM Design will show the visible design intent of each sign but will not address all internal structure and its coordination, backing and attachment methods, electrical, waterproofing, venting items, etc. – these will be the responsibility of the selected sign fabricator to work through these details in the shop drawing and fabrication phase.

Phase 2 Deliverables

- Final design development computer-generated drawings for each sign type outlined in the scope of services. These drawings will include sign form, dimensions, material call outs, type layouts, and color call outs; all necessary sign views will be included to convey the design intent
- Finalized sign location plans as coordinated with the project consultant team and approved by the client
- General outline specifications
- Preliminary signage cost estimate coordination with a sign fabricator
- The final deliverables will be compiled into a PDF 11 x 17 presentation / package

Phase 2 Schedule

RSM Design respectfully requests an estimated 8 weeks for the completion of the design intent package after written authorization to proceed from design development is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control.

PHASE 3: FABRICATION OBSERVATION

Bidding Assistance

Based on the approved final package, RSM Design will provide a list of two or three qualified signage fabricator prospects for the production of shop drawings, fabrication, and installation of the proposed signage and graphics. RSM Design will review any submitted qualification materials and interview, along with the client team, a selected short list of qualified fabricators. RSM Design will answer any bid questions received in writing in order to clarify any questions about the design intent.

RSM Design will be available for meetings to assist in the bidding process. The general contractor or client is responsible for coordinating the signage and graphics project bidding, fabrication, and implementation schedules with the sign fabricator.

Shop Drawing and Mock-Up Review

RSM Design will review and redline all shop drawings received within 10 business days of receipt. Drawings must be received in one holistic package for review and not individual sign submissions. The drawings will be reviewed for compliance with the original design intent, colors, materials, and compliance with the general specifications. RSM Design will also review and comment on all submitted material samples. RSM Design will not be responsible for shop drawings compliance with, and will not review for, local codes, structural integrity, nor items such as engineering and design of electrical, waterproofing, venting, material strengths, weights, and lighting specifications associated with the signs. RSM Design's final package is for overall design aesthetics – the signage fabricator ultimately acts as the contractor for the signs and will be responsible for the sign's engineering, structure, foundations, venting, waterproofing, electrical, and lighting. Please note, RSM Design's review are not the final directive to fabricate, and the client team or general contractor will be responsible for final sign off of all shop drawings and message schedules prior to fabrication.

Along with the client team, RSM Design will review signage mock-ups and the fabrication progress via photographs or appropriate scaled mockups to be mailed to RSM Studio for comment on the fabricator's compliance with the design intent and general specifications.

Due to the uncertain amount of time in the bidding and fabrication coordination of the project. and / or assistance the client and signage fabricator will require, RSM Design will bill this effort at our hourly rates listed below until it reaches the "not to exceed" amount noted in the fee section. At that time, RSM Design will notify the client of completion of work or request additional hours to continue the coordination efforts.

- Up to 3 rounds of shop drawings will be reviewed within the fee listed below
- Up to 2 rounds of review of material and paint spray outs / mockups which will be mailed to RSM Design studio for review

Note; if on site punch walk and report is required, RSM would respectfully request an Additional Service to provide that scope and deliverable if requested by the client team.

Clarifications

RSM Design has made the following clarifications when writing the proposal.

- Logo Trademark**:** RSM Design relies on the client's trademark attorney for any new name and logo trademark searches and providing any trademarks and copyrights for the final brand elements.
- Photography: Reference images used to convey the brand narrative are not used with permission of the original photographer and are used for internal reference purposes only. Most images originating from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for digital, print, or social media publication without prior written consent from the original source. The client will be responsible for obtaining the image usage rights should they want to publish any of the reference images.
- Design Package Distribution: RSM Design assumes that all design packages prepared for this project are for internal review and internal distribution only. All other uses, including external or digital publication, are outside the original intent of the documents, and are not included in this proposal's scope and services.
- City Submittals: RSM Design's base contract does not include meeting time, the preparation of, and submittal of special packages for City approvals and permitting. RSM Design does not manage the process nor submit applications for project signage variances or special area permits.
- Tenant Submittals: RSM Design's base contract does not include the design of individual tenant identity signage, building mounted locations for all major tenant identities, tenant lease submittals, tenant storefront guidelines, tenant signage criteria, and tenant submittal review unless specified; RSM will not be responsible for obtaining tenant logo vector artwork from tenants.
- Deliverables: RSM Design's base contract does not include the design of temporary construction and barricade graphics, directory maps, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
- Prototype Signage, Code Compliant Signage, & Message Schedules: As a cost savings to the client, RSM Design recommends prototype designs for indicated sign types within the scope. These prototype designs include guidelines for color, font, mounting, materials, etc. RSM Design assumes the selected sign fabricator will document locations, quantities, and message schedules for the prototype signs. Prototype signs include, but are not limited to: interior and exterior code-required signs for elevators, exiting, fire, evacuation maps, stairs, emergency shelters, typical rooms, etc. RSM Design assumes that all "Life Safety" signage is in the architect's base building drawings. RSM Design assumes that the civil engineer

will program all standard site regulatory sign locations (stop, yield, mph, accessible, pedestrian, etc.). Initial message schedules for non-prototype signs are generated with the client's direct involvement and final message schedules will need client sign off prior to fabrication.

- Parking Signage: RSM Design assumes that all parking signage will be surface parking. Parking garage signage is not included.
- Demolition Plans: RSM Design's contract does not include the preparation of the demolition plans for any existing signage on site. The contracted signage fabricator would be responsible to identify, remove and legally dispose of any signs the client wishes to be removed during the signage implementation process.
- Bid Documents: It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction. Additionally, the selected sign fabricator needs to provide sign engineering, structure, backing, foundations, weights, venting, electrical, lighting, attachment details, and waterproofing. RSM Design does not "stamp" drawings for construction.... this is done by the selected sign fabricator.
- Drawing / Specification Formats: RSM Design does not work within AutoCAD, Revit, BIM, and Bluebeam, and only provides specific file artwork formats generated with the latest Adobe Illustrator and Adobe InDesign CC software. Additionally, RSM Design generates all packages in 11' x 17" or A3 JPG formatted PDF documents. RSM Design does not provide specifications in MasterFormat or MasterSpec, however, does provide sign industry standard general specification recommendations. If a client or architect requests AutoCAD (or other) files or drawing / specification formats other than what is specified above, than additional services will be needed and discussed prior to beginning the request. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.

WOMEN BUSINESS ENTERPRISE (WBE)

RSM Design is a certified Women Business Enterprise (WBE) and is certified nationally by the National Women Business Owners Corporation. We hope our WBE status helps the projects' diversity programs, requirements for minority subcontractors, and opportunities with local, state, and the federal government.

DESIGN USAGE + ACKNOWLEDGMENT

Original branding, logos, naming approaches, vision books, signage designs, and graphics generated for this project can only be used for this specific project and the specific location referenced in this proposal, and not for any other project developments. The Client will acknowledge design credit to RSM Design for the project as may be pertinent in architectural, engineering, interior design and/or graphic design publicity about the project, in social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project

sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

SIGNAGE + GRAPHICS COORDINATION

RSM Design will make all reasonable efforts to effectively coordinate the signage and graphics designs and locations with the project consultant team (architects, landscape architects, interior designers, civil engineers, lighting designers). RSM Design cannot be held responsible for the review of and approval of the different consultant's documents for their correct and thorough integration of the signage and graphics. RSM Design will not assume management responsibilities or be the lead in directing this coordination of the other disciplines.

SPECIALTY CONSULTANTS

Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, specialty lighting designer, or structural engineer. With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.

MEETINGS

The meetings noted are for the duration of the project, regardless of how the project is split. If only one project element is awarded, the meetings will be renegotiated at that time.

The RSM Design team will attend the following meetings:

- Up to 20 virtual meetings / conference calls
- Up to 10 in-person meetings

All meeting and travel expenses are billed separately as a reimbursable expense. Additional meetings at the request of the client will be considered an additional service and billed at the hourly rates listed below.

Professional Fees

PUBLIC REALM SIGNAGE

PHASE 1: DESIGN PHASE:	$15,000
PHASE 2: DESIGN DEVELOPMENT:	$11,000
PHASE 3: FABRICATION OBSERVATION:	$9,000 *(hourly, not to exceed)*

PARK SIGNAGE

PHASE 1: DESIGN PHASE:	$35,000
PHASE 2: DESIGN DEVELOPMENT:	$30,000
PHASE 3: FABRICATION OBSERVATION:	$18,000 *(hourly, not to exceed)*

TOTAL: $118,000

PAYMENT + EXPENSES

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding invoices have been received.

RSM Design bills for time, materials, and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month. Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary. RSM Design's hourly fee schedule is:

PRINCIPAL / DIRECTOR	$235.00 PER HOUR
ASSOCIATE PRINCIPAL / SR. ASSOCIATE	$200.00 PER HOUR
DESIGN / PRODUCTION	$185.00 PER HOUR

Please note, hourly rates are subject to change with notice.

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following:

- travel expenses
- in-house and external printing expenses
- parking and mileage at standard per diem rate established by federal government
- postage / messenger / express shipping

These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee – these may include such items as professional renderings, photography, presentation models, purchasing of stock photos, excessive printing, and special presentation materials.

The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client's attention prior to any work started.

PROJECT / CONTRACT DURATION

This contract duration will only be good for 12 months (for the design and documentation phases) from full execution and receipt of the mobilization fee. If this project extends beyond this time period, this contract will no longer be applicable and a new contract will be negotiated with the client for the extension of time.

AGREEMENT

This proposal is good for 90 days from the date of issuance. If this proposal is acceptable to you, please sign and date one copy and return it to us, whereupon this proposal will become a binding agreement in accordance with its terms.

Kyle Richter, Principal
RSM Design

Date

ACCEPTED:

Print Name

Title

Signature

Date

Terms + Conditions

Conditions of Service
RSM Design is a design consultancy firm specializing in graphic design, project branding, and placemaking elements for the built environment. As such, RSM Design does not provide engineering, permitting, or construction documentation. Billing shall be monthly in proportion to the percent complete of the design services with payment due thirty days after receipt by the Owner.

Additional Services
Revisions to the project may require additional service fees. Revisions include changes in the extent of work, increased complexity of any elements of the Project, changes made by the Client after an approval has been made on a specific stages of work, changes to the phasing of the project with the addition of additional packages needed, changes made to copy after approval of final proofs, changes made to the physical site after design work has been approved and any changes resulting in a change of Client Representative. Any work required to be performed beyond normal hours or within a shorter time frame than previously agreed upon, as a result of unusual deadlines or as consequence of the Client not meeting scheduled times for delivery of information, materials or approvals, shall be a charged at an additional fee. Should the RSM Design team be required to revise already completed portions of its work for the reasons listed below, the RSM Design team shall be entitled to additional fees to initiate the requested changes:

- Owner initiated programmatic changes (initiated at any point in the design)
- Owner initiated changes after approval of said work by the Owner requiring the RSM Design team to revise work completed in a prior phase

Work Delays
Fees presume timely approvals and project design progression at a reasonable pace based on the overall schedule provided by the Client / Architect. Delays not caused by RSM Design may necessitate the reassignment of the team to other projects. A reexamination of fee and possible change order may be required to resume work. These delays will not delay or hold up any payments due to RSM Design. If RSM Design is put on hold for over ninety (90) days by the Client, RSM Design reserves the right to renegotiate the professional service fees and may charge a reengagement fee. This agreement may be terminated by either party at any time with or

without cause by written notice. Termination shall be effective seven (7) days after date of notice. Upon termination, all invoices presented by RSM Design for services and expenses for periods prior to the date of termination shall become immediately due and payable. Balances left unpaid for 45 days are subject to suspension of all design work. Work shall resume only after outstanding balance is paid in full or satisfactory terms have been agreed upon to in writing.1.5 % will be assessed on unpaid balances beyond each full 30 day period. Failure of the Client to make payments to RSM Design under this Agreement shall be cause for termination. In the event of a suspension of services, RSM Design shall have no liability for any damages to Client incurred because of such suspension. Termination or suspension of services by RSM Design shall in no way relieve the Client of compensating RSM Design for services performed and expenses incurred to the date of termination.

Basic Services
The services to be provided by RSM Design for the Client shall be restricted to consultation, research, design, and supervision of the implementation and the overall coordination of the Client Project. In addition, certain materials shall be prepared, including presentation materials, in order to describe RSM Design's intentions to the Client and any necessary artwork, drawings and specifications required to enable the design to be printed, fabricated or installed.

Description of Services
RSM Design is a graphic design and consulting firm and as such shall specify color, suggested materials, finishes and details for the design elements that are to be constructed. RSM Design works closely with fabricators and installers on design details, and depends on their expertise for all decisions concerning engineering, lighting requirements, loading calculations, safety considerations and installation techniques. The Client, Architect and general contractor are responsible for reviewing shop drawings for all fabricators to insure compliance with their standards. Under no circumstances shall RSM Design act as or assume the responsibilities of a general contractor. It is the Client's responsibility to designate a contractor or request a sign fabricator to act as a general contractor to complete this project.

Insurance / Liability
RSM Design carries a General Business Liability insurance policy, which includes Non-Owned and Hired Auto, with limits of $2,000,000 / $4,000,000 and a deductible of $1,000. The insurance policy shall be endorsed to name the Client and its affiliates as additional insured. RSM Design shall provide certificates of insurance to Client, evidencing proof of insurance.

RSM Design will indicate proof of Valuable Papers and Records Insurance, Professional Liability Insurance, and Workers' Compensation Insurance. RSM carries standard Worker's Compensation Insurance and does not provide a Waiver of Subrogation. Any changes or upgrades to our insurance can be obtained at the request of the client and will be treated as a reimbursable expense.

Additional Services
Changes to the extent of the work, changes in the complexity of any element of the project, and any changes made after approval has been given for a specific stage of design, documentation or preparation of artwork will be billed to the client on a time and materials basis. Any additional design work or presentations beyond those described in the Scope of Work are considered additional services. In the event that the client requires and authorizes RSM Design to perform services not included in this Scope of Work, RSM Design shall be compensated for time and materials in accordance with the fee and expense schedules listed above. RSM Design has limited our revisions to all submittals in this proposal to one single revision, subsequent changes and revisions shall be an additional service. The Client shall appoint a sole Project Representative to act on the Client's behalf with authority to provide design direction and approvals as necessary. If, at any phase after Concept Design, the project team changes and design direction changes based on the previous direction given, RSM Design reserves the right to ask for additional services for these changes.

Design Ownership
All designs, drawings, branding logos, names, and documentation of the work performed under this agreement is the exclusive property of RSM Design and shall be utilized only for the application to this project, and no other project. RSM Design reserves the right to use any work produced for the Client as samples, which may be used or reproduced in any reasonable way for the marketing needs of RSM Design. The fee includes a sum for the assignment of rights to the Client to use the designs for all the purposes for which the work was commissioned. The rights will be transferred to the Client upon payment in full of all fees and reimbursables. Any use of the designs by the Client other than those specified here, will require written permission. RSM Design shall retain all tangible property, including drawings, layouts, and other visual presentations in its files for a period of five (5) years from the date of this Agreement. Upon expiration of this period, all materials will be destroyed unless Client provides a written request that they be retained.

Design Credit
The Client will acknowledge design credit to RSM Design for the project as may be pertinent in architectural, engineering, interior design and/or graphic design publicity about the project, in social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

Risk of Usage
RSM Design will not conduct a search for trademarks and service marks that may conflict with any graphics prepared by RSM Design and RSM Design makes no warranties regarding logos or other graphics. The Client assumes all risks related to the use of logos and graphics, including, without limitation, the risk that the logos and graphics may infringe on the rights of others. Notwithstanding the foregoing, Client shall indemnify and hold harmless RSM Design, if RSM Design produces any logos or graphic designs for this project that may infringe on the proprietary rights of others. Photographic images used to convey the design intent are not used with permission of the photographer and are used for reference purposes only. Most images originate from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for publication without prior written consent from the original source.

Standard of Care
RSM Design shall perform its services consistent with the professional skill and care ordinarily provided by design consultants practicing in the same or similar locality under the same or similar circumstances. RSM Design shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Limitation of Liability
Client agrees to limit the liability of RSM Design, its principals, employees and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of$50,000 or RSM Design's fee, whichever is greater. Client and RSM Design acknowledge that this provision was expressly negotiated and agreed upon.

Sole Remedy
It is intended by the parties to this Agreement that RSM Design's services in connection with the Project shall not subject the RSM Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the RSM Design, a California business entity, and not against any of the RSM Design's individual employees, officers or directors.

Waiver of Consequential Damages.
Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the RSM Design, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the RSM Design shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Dispute Resolution
Client agrees that in the event RSM Design institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which RSM Design's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
(a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the Project or following completion of the Project, Client and RSM Design agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation, unless that parties mutually agree otherwise. Client and RSM Design further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements.
(b) Subdivision (a) shall not preclude or limit RSM Design's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
(c) Subdivision (a) shall not preclude or limit RSM Design's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

No Guarantees or Warranties
RSM Design makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Entire Agreement
This Agreement contains the entire Agreement between Client and RSM Design relating to the Project and the provision of services

for the Project. Any prior Agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and RSM Design.

Waiver/Enforceability of Terms

RSM Design's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. RSM Design's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and RSM Design.

Assignment

Neither Client nor RSM Design shall assign this Agreement without the prior written consent of the other.

EXHIBIT "B"

SCHEDULE OF SERVICES

May 21, 2024, to October 27, 2028

EXHIBIT "C"
COMPENSATION

NTE $5,972,996

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Cruz Torres Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez, Armen Harkalyan Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES**

RECOMMENDATION: That the City Council consider take the following actions:

A. Adopt a Resolution of Formation of Community Facilities District No. 65 (Falloncrest), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopt a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 65 (Falloncrest);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 65 (Falloncrest);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 65 (Falloncrest); and
F. Adopt a Resolution authorizing the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC, a California limited liability company.

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

FISCAL IMPACT: The use of Mello-Roos financing in the Falloncrest residential development is projected to generate approximately $430,266 per year, at buildout, to fund administrative fees and municipal services; and approximately $14.6 million in bond proceeds to be used to fund a portion of the public infrastructure improvements needed to serve the project. Mello-Roos bonds are not a direct obligation of the City and are paid from special taxes levied on each taxable parcel in the District; therefore, there is no fiscal impact to the General Fund from the issuance of Mello-Roos bonds. City Council approval will be required to process annual special tax levies in future years.

BACKGROUND & ANALYSIS: The Mello-Roos Community Facilities Act of 1982 provides local government, with the consent from a majority of the property owners, the authority to establish community facilities districts for the purpose of levying special taxes to finance various kinds of public infrastructure facilities and municipal services. Under the Mello-Roos Act the initial steps in the formation of a community facilities district to finance public improvements and municipal services are to adopt resolutions declaring the intention to establish a community facilities district, authorize the levy of special taxes, and issue bonds. Accordingly, on April 16, 2024, the City Council approved Resolution No. 2024-017, a Resolution of Intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) and authorize the levy of special taxes; and Resolution No. 2024-018 declaring the City Council's intention to issue bonds for the district. The Resolution of Intention set the public hearing date for the regularly scheduled City Council meeting on May 21, 2024, to consider formation matters.

In the First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony ("First Amended and Restated Construction Agreement") between the City and NMC Builders, LLC, the City agreed to cooperate with the members of NMC Builders, LLC in the formation of community facilities districts to assist in the financing of the public improvements included in the agreement. The Falloncrest project addresses the development is approximately 22.65 gross acres located south of Ontario Ranch Road, north of Grand Park Street, west of Broadway Avenue, and east of Archibald Avenue. At build out, the project is expected to include 362 attached units.

Included, as part of the Resolution of Formation is the proposed Rate and Method of Apportionment of Special Tax for the District. Under the proposed Rate and Method of Apportionment, the portion of the maximum annual special tax rates which will be used to fund debt service payments on the bonds is fixed and will not increase over time. As proposed, the amount of bonds authorized for the district ($60 million) is set intentionally higher than the current estimated bond amount (approximately $14.6 million) in order to allow future City Council, the option, without increasing the amount of the annual special taxes, to issue additional bonds to replace and/or construct new public infrastructure improvements in the future, or to fund municipal services. The term and structure of the Rate and Method of Apportionment of Special Tax for the Falloncrest project is consistent with those of previously adopted Rates and Methods of Apportionment for Ontario Ranch community facilities districts. This ensures that the special tax rates levied on all residential property owners in community facilities districts in Ontario Ranch are developed in a consistent and equivalent manner. In addition, under the provisions of the Mello-Roos Act, to ensure that home buyers are making an informed decision, all residential builders in the Ontario Ranch districts will be required to disclose the maximum annual special tax amount to

each homeowner before entering into a sales contract.

Attached are five Resolutions and an Ordinance. The first attached Resolution establishes the community facilities district, with the rate and method of apportionment of special taxes and authorizes the levy of special taxes within the district. The second attached Resolution deeming it necessary to incur bonded indebtedness for the district. The third attached Resolution calls for a special landowner election to be held on May 21, 2024. The fourth attached Resolution declares the results of the election, including a statement from the City Clerk as to the canvass of ballots, and directs the recording of the Notice of Special Tax Lien. The attached Ordinance authorizes the levying of special taxes, and the final attached, fifth Resolution authorizes the execution and delivery of an acquisition and funding agreement with Lennar Homes of California, LLC.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED

WHEREAS, on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein" (the "Resolution of Intention"), stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), to authorize the Community Facilities District to levy a special tax within the Community Facilities District for the purpose of financing certain public facilities and services and setting the date for a public hearing to be held on the establishment of the Community Facilities District; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, pursuant to the Resolution of Intention, each officer of the City who is or will be responsible for providing one or more of the proposed types of public facilities or services to be financed by the Community Facilities District was directed to study, or cause to be studied, the proposed Community Facilities District and, at or before said public hearing, file a report with the City Council containing a brief description of the public facilities and services by type that will in his or her opinion be required to adequately meet the needs of the Community Facilities District, and his or her estimate of the cost of providing such public facilities and services; such officers were also directed to estimate the fair and reasonable cost of the public facilities proposed to be purchased as completed public facilities and of the incidental expenses proposed to be paid; and

WHEREAS, said report was so filed with the City Council and made a part of the record of said public hearing; and

WHEREAS, at the hearing, the testimony of all persons for or against the establishment of the Community Facilities District, the extent of the Community Facilities District and the furnishing of the specified types of public facilities and services was heard; and

WHEREAS, written protests against the establishment of the Community Facilities District, the furnishing of any specified type or types of facilities and services within the Community Facilities District or the levying of a specified special tax were not made or filed at or before said hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the special tax; and

WHEREAS, there has been filed with the City Clerk of the City a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the proposed Community Facilities District as of April 17, 2024, which demonstrates that 12 or more persons have not been registered to vote within the territory of the proposed Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district; and

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

WHEREAS, the City and Lennar Homes of California, LLC (“Lennar”), have entered into the Deposit and Reimbursement Agreement, dated as of April 1, 2022 (the “Deposit Agreement”), that provides for the advancement of funds by Lennar to be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby, and provides for the repayment to Lennar of such funds advanced, without interest, from the proceeds of any such bonded indebtedness incurred by the Community Facilities District; and

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

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

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

Section 2. The Community Facilities District is hereby established.

Section 3. The name for the Community Facilities District is "City of Ontario Community Facilities District No. 65 (Falloncrest)."

Section 4. The public facilities (the "Facilities") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Facilities" on Exhibit A hereto, which is by this reference incorporated herein. Those Facilities proposed to be purchased as completed public facilities are identified under the caption "Facilities to be Purchased" on Exhibit A hereto. The services (the "Services") proposed to be financed by the Community Facilities District pursuant to the Act are described under the caption "Services" on Exhibit A hereto. The incidental expenses proposed to be incurred are identified under the caption "Incidental Expenses" on Exhibit A hereto. All or any portion of the Facilities may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

Section 5. The proposed special tax to be levied within the Community Facilities District has not been precluded by majority protest pursuant to Section 53324 of the Act.

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

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

Section 8. The tax year after which no further Special Tax to pay for Facilities shall be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the Special Tax to pay for Facilities in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the Community Facilities District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued. The Special Tax to pay for Services will be levied in perpetuity, as provided in the Rate and Method.

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

Section 10. The name, address and telephone number of the office, department or bureau that will be responsible for preparing annually a current roll of Special Tax levy obligations by assessor's parcel number and that will be responsible for estimating further Special Tax levies pursuant to Section 53340.2 of the Act are as follows: Management Analyst, Financial Services, City of Ontario, 303 East B Street, Ontario, California 91764, (909) 395-2341.

Section 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the Community Facilities District and this lien shall continue in force and effect until the Special Tax obligation is prepaid, permanently satisfied and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of the Special Tax is recorded in accordance with Section 53330.5 of the Act.

Section 12. The boundary map of the Community Facilities District has been recorded in San Bernardino County in Book 91 at Page 58 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2024-0090697).

Section 13. The City Council proposes that the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the Community Facilities District be established at $60,000,000.

Section 14. Pursuant to the provisions of the Act, the propositions to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District specified above shall be subject to the approval of the qualified electors of the Community Facilities District at a special election. The City Council hereby finds and determines that no persons were registered to vote within the territory of the proposed Community Facilities District as of April 17, 2024, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the establishment of the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax. The voting procedure shall be by mailed or hand-delivered ballot.

Section 15. Lennar has heretofore advanced certain funds, and may advance additional funds, that have been or may be used to pay costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council has previously approved the acceptance of such funds for the purpose of paying costs incurred in creating the Community Facilities District and the incurrence of bonded indebtedness thereby. The City Council proposes to repay Lennar all or a portion of such funds so advanced, without interest, solely from the proceeds of any such bonded indebtedness incurred by the Community Facilities District, pursuant to the Deposit Agreement. The Deposit Agreement is hereby incorporated herein as though set forth in full herein.

Section 16. The City Council hereby finds and determines that all proceedings, up to and including the adoption of this Resolution, were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

Section 17. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 18. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 19. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

FACILITIES, SERVICES AND INCIDENTAL EXPENSES

Facilities

The types of public facilities to be financed by the Community Facilities District are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, park and recreation facilities and equipment, aquatic facilities and equipment, fire facilities and equipment, police facilities and equipment, library facilities and equipment, fiber optic telecommunication, wireless communication and public safety camera facilities and equipment, general governmental office, administrative and meeting facilities, and land, rights-of-way and easements necessary for any of such facilities.

Facilities to be Purchased

The types of public facilities to be purchased as completed facilities are street and bridge improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto, domestic and recycled water distribution facilities, sewer collection facilities, solid waste facilities, storm drainage facilities, and land, rights-of-way and easements necessary for any of such facilities.

Services

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

Incidental Expenses

The incidental expenses proposed to be incurred include the following:

(a) the cost of planning and designing public facilities to be financed, including the cost of environmental evaluations of those facilities;

(b) the costs associated with the creation of the Community Facilities District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District; and

(c) any other expenses incidental to the construction, completion, and inspection of the authorized work.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes shall be levied on all Assessor's Parcels in the City of Ontario Community Facilities District No. 65 (Falloncrest) ("CFD No. 65") and collected each Fiscal Year, commencing in Fiscal Year 2024-25, in an amount determined by the City Council of the City of Ontario through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 65, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, parcel map, condominium plan, or other recorded County map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 65: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 65 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City or CFD No. 65 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 65 of complying with City, CFD No. 65, or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 65 related to the analysis and reduction, if any, of the Special Tax A on Single Family Property in accordance with Section C.1 herein; the costs of the City or CFD No. 65 related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 65; and amounts estimated or advanced by the City or CFD No. 65 for any other

administrative purposes of the CFD, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.2 below.

"Backup Special Tax A" means the Special Tax A for each Land Use Class of Developed Property, as determined in accordance with Section C.1.a.3 below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act) issued by CFD No. 65 under the Act and payable from Special Tax A.

"Buildable Lot" means an individual lot, within a Final Subdivision Map or an area expected by CFD No. 65 to become Final Mapped Property, such as the area within a Tentative Tract Map, for which a building permit may be issued without further subdivision of such lot.

"CFD Administrator" means an official of the City responsible for determining the Special Tax A Requirement and Special Tax B Requirement, providing for the levy and collection of the Special Taxes, and performing the other duties provided for herein.

"CFD No. 65" means City of Ontario Community Facilities District No. 65 (Falloncrest).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 65.

"Contractual Impositions" means (a) a voluntary contractual assessment established and levied on an Assessor's Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 *et seq.*), as amended from time to time, (b) a special tax established and levied on an Assessor's Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor's Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

"County" means the County of San Bernardino.

"Designated Buildable Lot" means a Buildable Lot for which a building permit has not been issued by the City as of the date of calculation of the Backup Special Tax A.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Final Mapped Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a building permit or other applicable permit for new construction was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"Expected Residential Lot Count" means 362 Buildable Lots of Single Family Property or, as determined by the CFD Administrator, the number of Buildable Lots of Single Family Property based on the most recent Tentative Tract Map(s) or most recently recorded Final Subdivision Map(s) or modified Final Subdivision Map(s).

"Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 65.

"Final Mapped Property" means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Subdivision Map. The term Final Mapped Property shall include any parcel map or Final Subdivision Map, or portion thereof, that creates individual lots for which a building permit may be issued, including Parcels that are designated as a remainder Parcel (i.e., one where the size, location, etc., precludes any further subdivision or taxable use).

"Final Subdivision Map" means a final tract map, parcel map, or lot line adjustment approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or a condominium plan recorded pursuant to California Civil Code Section 4285 that, in either case, creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gated Community Attached Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units (including attached condominiums, townhouses, duplexes, triplexes, and apartments) within a gated community that, within such community, is primarily served by private interior streets.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time.

"Land Use Class" means any of the classes listed in Tables 1 and 2 below.

"Lower Income Household Welfare Exemption Property" means, for each Fiscal Year, an Assessor's Parcel within the boundaries of CFD No. 65 that is subject to a

welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the most recent County assessor's roll finalized prior to such Fiscal Year.

"Maximum Special Tax A" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax A determined in accordance with Section C.1 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Maximum Special Tax B" means, with respect to an Assessor's Parcel of Taxable Property, the Maximum Special Tax B determined in accordance with Section C.2 below that can be levied in any Fiscal Year on such Assessor's Parcel of Taxable Property.

"Minimum Sale Price" means the minimum price at which Units of a given Land Use Class have sold or are expected to be sold in a normal marketing environment and shall not include prices for such Units that are sold at a discount to expected sales prices for the purpose of stimulating the initial sales activity with respect to such Land Use Class.

"Multiple Family Dwelling Unit" means, with respect to Special Tax B, a Unit within any residential building containing two or more dwelling units, including attached condominiums, townhomes, duplexes, triplexes, and apartments, but excluding Gated Community Attached Dwelling Units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued by the City permitting the construction of one or more non-residential structures or facilities.

"Other Residential Property" means, with respect to Special Tax A, all Assessor's Parcels of Developed Property for which a building permit was issued by the City for purposes of constructing Units, excluding Single Family Attached Property and Single Family Detached Property.

"Outstanding Bonds" means all Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Price Point Consultant" means any consultant or firm of such consultants selected by CFD No. 65 that (a) has substantial experience in performing price point studies for residential units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 65 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 65, (ii) the City, (iii) any owner of real property in CFD No. 65, or (iv) any real property in CFD No. 65, and (e) is not connected with CFD No. 65 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 65 or the City.

"Price Point Study" means a price point study or a letter or report updating a previous price point study prepared by the Price Point Consultant pursuant to Section C herein.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 65 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Proportionately" means (a) for Developed Property in the first step of Section D.1 below, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Developed Property; however, for Developed Property in the fourth step of Section D.1 below, Proportionately means that the amount of the increase above the Assigned Special Tax A, if necessary, is equal for all Assessor's Parcels of Developed Property, except that if the Backup Special Tax A limits the increase on any Assessor's Parcel(s), then the amount of the increase shall be equal for the remaining Assessor's Parcels; (b) with respect to Special Tax B, that the ratio of the actual Special Tax B levy to the Maximum Special Tax B is equal for all Assessor's Parcels of Developed Property; (c) for Final Mapped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Final Mapped Property; (d) for Undeveloped Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Undeveloped Property; (e) for Taxable Property Owner Association Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Property Owner Association Property; and (f) for Taxable Public Property, that the ratio of the actual Special Tax A levy to the Maximum Special Tax A is equal for all Assessor's Parcels of Taxable Public Property.

"Public Property" means, for each Fiscal Year, property within the boundaries of CFD No. 65 that is (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency or (b) encumbered by an easement for purposes of public or utility right-of-way that makes impractical its use for any purpose other than that set forth in such easement; provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax.

"Residential Floor Area" means all of the Square Footage of living area within the perimeter of a Unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be as set forth in the building permit(s) issued for such Assessor's Parcel, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 65. The actual Square Footage shall be rounded up to the next whole square foot. Once such determination has been made for an Assessor's Parcel, it shall remain fixed in all future Fiscal Years unless an appeal pursuant to Section F below is approved that results in a change in the actual Square Footage.

"Residential Property" means, for each Fiscal Year, an Assessor's Parcel for which a building permit for new construction of one or more Units was issued after January 1, 2023, and before May 1 of the prior Fiscal Year.

"Services" means the services authorized to be financed, in whole or in part, by CFD No. 65.

"Single Family Attached Property" means all Assessor's Parcels of Developed Property for which a building permit or use permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit), including such residential structures within a condominium project as defined in Civil Code Section 4125.

"Single Family Detached Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit, on one legal lot, that does not share a common wall with another Unit.

"Single Family Detached Dwelling Unit" means a Unit of Single Family Detached Property.

"Single Family Property" means all Assessor's Parcels of Single Family Attached Property and Single Family Detached Property.

"Special Taxes" means, collectively, Special Tax A and Special Tax B.

"Special Tax A" means the special tax authorized by the qualified electors of CFD No. 65 to be levied within the boundaries of CFD No. 65 to pay for Facilities and Services.

"Special Tax A Requirement" means for any Fiscal Year that amount required, after taking into account available amounts held in the funds and accounts established under the Indenture, for CFD No. 65 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the Bonds, including, but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay a pro rata share of Administrative Expenses; (iv) provide any amounts required to establish or replenish any reserve fund for the Bonds; (v) pay directly for acquisition or construction of Facilities, or the cost of Services, to the extent that the inclusion of such amounts does not increase the Special Tax A levy on Final Mapped Property or Undeveloped Property; and (vi) provide an amount equal to Special Tax A delinquencies based on the historical delinquency rate for Special Tax A as determined by the CFD Administrator.

"Special Tax B" means the special tax authorized by the qualified electors of CFD No. 65 to be levied within the boundaries of CFD No. 65 to pay for Services.

"Special Tax B Requirement" means for any Fiscal Year that amount required, after taking into account available amounts in any funds and accounts established to pay for Services, to pay the cost of Services, a pro rata share of Administrative Expenses, and an amount equal to Special Tax B delinquencies based on the historical delinquency rate for Special Tax B as determined by the CFD Administrator.

"Square Footage" or **"Sq. Ft."** means the floor area square footage reflected on the original construction building permit, or as set forth in other official records maintained by the City's Building Department or other appropriate means selected by CFD No. 65, issued for construction of Residential Property or Non-Residential Property, plus any square footage subsequently added to a building of Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

"State" means the State of California.

"Taxable Property" means, for each Fiscal Year, all of the Assessor's Parcels within the boundaries of CFD No. 65 that are not exempt from the Special Taxes pursuant to law or Section E below.

"Taxable Property Owner Association Property" means, for each Fiscal Year, all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means, for each Fiscal Year, all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to law or Section E below.

"Tentative Tract Map" means a map: (i) showing a proposed subdivision of an Assessor's Parcel(s) and the conditions pertaining thereto; (ii) that may or may not be based on a detailed survey; and (iii) that is not recorded by the County to create legal lots.

"Total Tax Burden" means, for a Unit within a Land Use Class, for the Fiscal Year in which the Total Tax Burden is being calculated, the sum of (a) the Assigned Special Tax A for such Land Use Class for such Fiscal Year, plus (b) the Special Tax B for such Land Use Class for such Fiscal Year, plus (c) the *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities districts, and any other governmental fees, charges (other than fees or charges for services such as sewer and trash), taxes, and assessments (which do not include Contractual Impositions) collected by the County on *ad valorem* tax bills, plus (d) property owner association assessments (but excluding the refuse collection portion of such assessments), and that the CFD Administrator estimates would be levied or imposed on such Unit in such Fiscal Year if the residential dwelling unit thereon or therein had been completed and sold, and was subject to such fees, charges, taxes, and assessments in such Fiscal Year.

"Trustee" means the trustee or fiscal agent under the Indenture.

"TTM 20399" means Tentative Tract Map No. 20399, the area of which is located within CFD No. 65.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Public Property, or Taxable Property Owner Association Property.

"Unit" means an individual single-family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2024-25, all Taxable Property within CFD No. 65 shall be classified as Developed Property, Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

Assessor's Parcels of Developed Property shall be further classified as: Single Family Property (and further classified as Single Family Attached Property or Single Family Detached Property, as needed) or Other Residential Property (for Special Tax A); Single Family Detached Dwelling Unit, Multiple Family Dwelling Unit, or Gated Community Attached Dwelling Unit (for Special Tax B); or Non-Residential Property. For Special Tax A, Assessor's Parcels of Single Family Property shall be assigned to Land Use Classes 1 through 8, as listed in Table 1 below based on the Residential Floor Area of the Units on such Assessor's Parcels. Also for Special Tax A, Other Residential Property and Non-Residential Property shall be assigned to Land Use Classes 9 and 10, respectively.

C. MAXIMUM SPECIAL TAX

1. Special Tax A

At least 30 days prior to the issuance of Bonds, the Assigned Special Tax A on Developed Property (set forth in Table 1 below) shall be analyzed in accordance with and subject to the conditions set forth in this Section C. At such time, CFD No. 65 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sale Price of Units within each Land Use Class.

If based upon such Price Point Study the CFD Administrator calculates that the Total Tax Burden, excluding property owner association assessments, applicable to Units within one or more Land Use Classes of Single Family Property to be constructed within CFD No. 65 exceeds 1.95% of the Minimum Sale Price of such Units, the Assigned Special Tax A shall be reduced to the extent necessary to cause the Total Tax Burden, excluding property owner association assessments,

that shall apply to Units within such Land Use Class(es) not to exceed 1.95% of the Minimum Sale Price of such Units.

Each Assigned Special Tax A reduction for a Land Use Class shall be calculated by the CFD Administrator separately, and it shall not be required that such reduction be proportionate among Land Use Classes. In connection with any reduction in the Assigned Special Tax A, the Backup Special Tax A shall also be reduced by the CFD Administrator based on the percentage reduction in Maximum Special Tax A revenues within the Tentative Tract Map area(s) where the Assigned Special Tax A reductions occurred. Upon determining the reductions, if any, in the Assigned Special Tax A and Backup Special Tax A required pursuant to this Section C, the CFD Administrator shall complete the Certificate of Modification of Special Tax substantially in the form attached hereto as Exhibit A (the "Certificate of Modification"), shall execute such completed Certificate of Modification, and shall deliver such executed Certificate of Modification to CFD No. 65. Upon receipt thereof, if in satisfactory form, CFD No. 65 shall execute such Certificate of Modification. The reduced Assigned Special Tax A and Backup Special Tax A specified in such Certificate of Modification shall become effective upon the execution of such Certificate of Modification by CFD No. 65.

The Special Tax A reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 65 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 65. The reductions in this section apply to Single Family Property, but not to Other Residential Property or Non-Residential Property.

a. Developed Property

1) *Maximum Special Tax A*

The Maximum Special Tax A that may be levied in any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax A or (ii) the amount derived by application of the Backup Special Tax A. The Maximum Special Tax A shall not increase in future years, other than as calculated pursuant to Section C.1.a.3 below.

2) *Assigned Special Tax A*

The Assigned Special Tax A that may be levied in any Fiscal Year for each Land Use Class is shown below in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Property	< 801	$2,718 per Unit
2	Single Family Property	801 – 1,000	$2,875 per Unit
3	Single Family Property	1,001 – 1,200	$3,188 per Unit
4	Single Family Property	1,201 – 1,400	$3,580 per Unit
5	Single Family Property	1,401 – 1,600	$3,822 per Unit
6	Single Family Property	1,601 – 1,800	$3,909 per Unit
7	Single Family Property	1,801 – 2,000	$4,135 per Unit
8	Single Family Property	> 2,000	$4,226 per Unit
9	Other Residential Property		$95,803 per Acre
10	Non-Residential Property		$95,803 per Acre

3) Backup Special Tax A

The Backup Special Tax A shall be $3,701 per Unit for Single Family Property in CFD No. 65. However, if the Expected Residential Lot Count of Single Family Property does not equal 362, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Property in CFD No. 65 shall be calculated according to the following formulas:

Backup Special Tax A = $1,339,902 ÷ Expected Residential Lot Count for Single Family Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 65 to become Final Mapped Property – such as the area within TTM 20399, or any other Tentative Tract Map – changes any time after the City has issued Bonds, causing an adjustment to the number of Designated Buildable Lots, then the Backup Special Tax A for all Designated Buildable Lots of Single Family Property subject to the change shall be calculated according to the following steps:

Step 1: Determine the total Backup Special Tax A that could have been collected from Designated Buildable Lots of Single Family Property, prior to

the Final Subdivision Map or expected Final Mapped Property change.

Step 2: Divide the amount determined in Step 1 by the number of Designated Buildable Lots of Single Family Property that exists after the Final Subdivision Map or expected Final Mapped Property change.

Step 3: Apply the amount determined in Step 2 as the Backup Special Tax A per Unit for Single Family Property.

The Backup Special Tax A for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property.

b. Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property

The Maximum Special Tax A for Final Mapped Property, Taxable Public Property, Taxable Property Owner Association Property, and Undeveloped Property shall be $95,803 per Acre, and shall not be subject to increase or reduction and, therefore, shall remain the same in every Fiscal Year.

2. Special Tax B

The Maximum Special Tax B for each Assessor's Parcel classified as Developed Property shall be determined by reference to Table 2 below.

TABLE 2
MAXIMUM SPECIAL TAX B – DEVELOPED PROPERTY

Land Use Class	Maximum Special Tax B Fiscal Year 2024-25
Residential Property	
Single Family Detached Dwelling Unit	$1,501.46 per Unit
Multiple Family Dwelling Unit	$1,301.51 per Unit
Gated Community Attached Dwelling Unit	$1,091.38 per Unit
Non-Residential Property	$0.273800 per Sq. Ft.

On January 1 of each Fiscal Year, commencing January 1, 2025, the Maximum Special Tax B to be applied in the next Fiscal Year shall be subject to an automatic increase at a rate equal to 4.0% of the amount in effect for the prior Fiscal Year.

3. Multiple Land Use Classes on an Assessor's Parcel

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax A levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax A for all Units of Single Family Property and Acres of Other Residential Property and Non-Residential Property (based on the pro rata share of Square Footage between Other Residential Property and Non-Residential Property, according to the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel. The Maximum Special Tax B levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax B for all Units of Residential Property and all Square Footage of Non-Residential Property (based on the applicable building permits, Final Subdivision Map, parcel map, condominium plan, or other recorded County map) located on that Assessor's Parcel.

4. Developed Property Special Tax Obligation

Once an Assessor's Parcel has been taxed in any Fiscal Year as Developed Property, the Assessor's Parcel shall continue to be taxed as Developed Property regardless of changes to or expiration of the original building permit, and regardless of revisions to or destruction of the structure that was, or was expected to be, constructed pursuant to the original building permit.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax A Requirement for such Fiscal Year. The Special Tax A shall then be levied as follows:

First: If needed to satisfy the Special Tax A Requirement, Special Tax A shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax A;

Second: If additional monies are needed to satisfy the Special Tax A Requirement after the first step has been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property up to 100% of the Maximum Special Tax A for Final Mapped Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, then the levy of Special Tax A on each Assessor's Parcel of Developed Property whose Maximum Special Tax A is determined through the application of the Backup Special Tax A shall be increased Proportionately from the Assigned Special Tax A up to the Maximum Special Tax A for each such Assessor's Parcel;

Fifth: If additional monies are needed to satisfy the Special Tax A Requirement after the first four steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property up to the Maximum Special Tax A for Taxable Property Owner Association Property;

Sixth: If additional monies are needed to satisfy the Special Tax A Requirement after the first five steps have been completed, then Special Tax A shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property up to the Maximum Special Tax A for Taxable Public Property.

Notwithstanding the above, under no circumstances shall Special Tax A levied in any Fiscal Year on any Assessor's Parcel of Single Family Property or Other Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of delinquency or default by the owner or owners of any other Assessor's Parcel or Assessor's Parcels within CFD No. 65 by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

2. Special Tax B

Each Fiscal Year, beginning with Fiscal Year 2024-25, the CFD Administrator shall determine the Special Tax B Requirement. The Special Tax B shall then be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax B for such Assessor's Parcel, until the Special Tax B Requirement is satisfied. However, the Special Tax B levied in any Fiscal Year shall not increase by more than 4.0% of the amount of the Special Tax B levied in the prior Fiscal Year.

E. EXEMPTIONS

No Special Tax shall be levied on up to 7.11 Acres of Property Owner Association Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property.

Property Owner Association Property or Public Property that is not exempt from the Special Tax A under this section shall be subject to the levy of Special Tax A and shall be

taxed Proportionately as part of the fifth or sixth step, respectively, in Section D above, up to 100% of the applicable Maximum Special Tax A for Taxable Property Owner Association Property and Taxable Public Property. No Special Tax A shall be levied in any Fiscal Year on Assessor's Parcels that have fully prepaid the Special Tax A obligation pursuant to the formula set forth in Section H.

No Special Tax shall be levied on Lower Income Household Welfare Exemption Property; provided, however, that if, in any Fiscal Year, applicable law does not require that Lower Income Household Welfare Exemption Property be exempt from some portion, or all, of the Special Tax, such portion, or all, of the Special Tax shall be levied on such property in accordance with this Rate and Method of Apportionment based on the Land Use Class to which the Assessor's Parcel is assigned.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 65 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. PREPAYMENT OF SPECIAL TAX A

The following definitions apply to this Section H:

"CFD Public Facilities" means $16,259,000 for each Prepayment Period, or such lower number as determined by the City Council to be sufficient to fund the Facilities and Services to be provided by CFD No. 65.

"Expenditures Fund" means funds or accounts, regardless of their names, that are established to hold moneys that are available to acquire or construct Facilities and to fund Services.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities and Services costs previously paid from the Expenditures Fund during the Prepayment Period in which the prepayment is being made, (ii) moneys currently on deposit in the Expenditures Fund from deposits made during the Prepayment Period in which the prepayment is being made, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. In no event shall the amount of Future Facilities Costs be less than zero.

"Prepayment Period" means one of three periods of time during which a Special Tax prepayment may be made.

"Prepayment Period 1" means July 1, 2024, through June 30, 2058.

"Prepayment Period 2" means July 1, 2058, through June 30, 2091.

"Prepayment Period 3" means July 1, 2091, through June 30, 2125.

Only Special Tax A may be prepaid; Special Tax B shall continue to be levied on an annual basis on all Developed Property in CFD No. 65.

1. Prepayment in Full

The obligation of an Assessor's Parcel to pay the Special Tax A may be prepaid as described herein, provided that a prepayment may be made only for Assessor's Parcels for which a building permit for new construction was issued after January 1, 2023, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax A obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. Prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax A Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Total	Prepayment Amount

As of the proposed date of prepayment, the Special Tax A Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel, and determine the Prepayment Period for the proposed prepayment.

2. Compute the Assigned Special Tax A and Backup Special Tax A for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax A which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a building permit has been issued but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax A and Backup Special Tax A for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.

3. (a) Divide the Assigned Special Tax A computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax A for CFD No. 65 based on the Developed Property Special Tax A which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 65, excluding any Assessor's Parcels which have been prepaid, and

   (b) Divide the Backup Special Tax A computed pursuant to Paragraph 2 by the estimated total Backup Special Tax A at buildout of CFD No. 65, excluding any Assessor's Parcels which have been prepaid.

4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Compute the Future Facilities Costs for the applicable Prepayment Period.

7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.

9. Determine the Special Tax A levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.

10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".

11. Verify the administrative fees and expenses of CFD No. 65, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.

13. The Special Tax A prepayment is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").

14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 65.

The Special Tax A Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such cases, the increment above $5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax A levy as determined under Paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax A levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid during Prepayment Period 3, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that

Special Tax A has been prepaid and that the obligation of such Assessor's Parcel to pay Special Tax A shall cease.

With respect to Special Tax A for any Assessor's Parcel that is prepaid during Prepayment Period 1 or Prepayment Period 2, the obligation of such Assessor's Parcel to pay Special Tax A shall be tolled, or suspended, through the end of such Prepayment Period, but shall resume in the first Fiscal Year of the subsequent Prepayment Period. The CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate that Special Tax A has been satisfied for the remainder of the applicable Prepayment Period but has not been permanently satisfied and the obligation to pay Special Tax A will resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

Notwithstanding the foregoing, no Special Tax A prepayment shall be allowed unless the amount of Maximum Special Tax A that may be levied on Taxable Property within CFD No. 65 (after excluding 1.86 Acres of Public Property and 3.58 Acres of Property Owner Association Property) both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax A on an Assessor's Parcel for which a building permit for new construction was issued after January 1, 2023, may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1, except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = (PF - AE) \times \% + AE.$$

The terms above have the following meaning:

PP = the partial prepayment
PF = the Prepayment Amount (full prepayment) for Special Tax A calculated according to Section H.1
AE = the Administrative Fees and Expenses determined pursuant to paragraph 11 above
% = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying Special Tax A

The Special Tax A partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay Special Tax A and the percentage by which Special Tax A shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of Special Tax A for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is

partially prepaid, the CFD Administrator shall (i) distribute the remitted prepayment funds according to Section H.1, and (ii) indicate in the records of CFD No. 65 that there has been a partial prepayment of Special Tax A and that a portion of Special Tax A with respect to such Assessor's Parcel, equal to the outstanding percentage (100% - "%", as defined above) of the Maximum Special Tax A, shall continue to be levied on such Assessor's Parcel pursuant to Section D during the Prepayment Period in which the partial prepayment is made.

For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of Special Tax A shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay Special Tax A resumes, Special Tax A for the then applicable Prepayment Period may be prepaid.

I. TERM OF SPECIAL TAX

The Fiscal Year after which no further Special Tax A shall be levied or collected is Fiscal Year 2124-2125, except that Special Tax A that was lawfully levied in or before such Fiscal Year and that remains delinquent may be collected in subsequent years. Special Tax B shall continue to be levied indefinitely on an annual basis on all Developed Property in CFD No. 65.

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 1 OF 2)

CITY OF ONTARIO AND CFD NO. 65 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for City of Ontario Community Facilities District No. 65 (Falloncrest) ("CFD No. 65"), the Assigned Special Tax A and the Backup Special Tax A for Developed Property within CFD No. 65 has been modified.

    a. The information in Table 1 relating to Assigned Special Tax A for Developed Property within CFD No. 65, as stated in Section C.1.a.2 of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
ASSIGNED SPECIAL TAX A – DEVELOPED PROPERTY

Land Use Class	Description	Residential Floor Area (Square Footage)	Assigned Special Tax A
1	Single Family Property	< 801	$[ ] per Unit
2	Single Family Property	801 – 1,000	$[ ] per Unit
3	Single Family Property	1,001 – 1,200	$[ ] per Unit
4	Single Family Property	1,201 – 1,400	$[ ] per Unit
5	Single Family Property	1,401 – 1,600	$[ ] per Unit
6	Single Family Property	1,601 – 1,800	$[ ] per Unit
7	Single Family Property	1,801 – 2,000	$[ ] per Unit
8	Single Family Property	> 2,000	$[ ] per Unit
9	Other Residential Property		$[ ] per Acre
10	Non-Residential Property		$[ ] per Acre

EXHIBIT A

CERTIFICATE OF MODIFICATION OF SPECIAL TAX A
(PAGE 2 OF 2)

b. The Backup Special Tax for Developed Property, as stated in Section C.1.a.3, shall be modified as follows:

The Backup Special Tax A shall be $[___] per Unit for Single Family Property. However, if the Expected Residential Lot Count of Single Family Property does not equal 362, and the City has not issued Bonds, then the Backup Special Tax A for Designated Buildable Lots of Single Family Property in CFD No. 65 shall be calculated according to the following formulas:

Backup Special Tax A = $[_____] ÷ Expected Residential Lot Count for Single Family Property

2. The Special Tax A for Developed Property may only be modified prior to the first issuance of CFD No. 65 Bonds.

3. Upon execution of this certificate by CFD No. 65, CFD No. 65 shall cause an amended notice of Special Tax lien for CFD No. 65 to be recorded reflecting the modifications set forth herein.

Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method. The modifications set forth in this Certificate have been calculated by the CFD Administrator in accordance with the Rate and Method.

GOODWIN CONSULTING GROUP, INC.
CFD ADMINISTRATOR

By:_____ Date:_____

The undersigned acknowledges receipt of this Certificate and of the modification of the Assigned Special Tax A and Backup Special Tax A for Developed Property as set forth in this Certificate.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

By:_____ Date:_____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST) TO INCUR BONDED INDEBTEDNESS

WHEREAS, on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services; and

WHEREAS, on April 16, 2024, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Declaring it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Declaring Necessity"), declaring it necessary for the Community Facilities District to incur bonded indebtedness and setting the date for a public hearing to be held on the proposed debt authorization; and

WHEREAS, pursuant to the Resolution Declaring Necessity, notice of said public hearing was published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation published in the area of the Community Facilities District, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, any person interested, including persons owning property within the area and desiring to appear and present any matters material to the questions set forth in the Resolution Declaring Necessity appeared and presented such matters; and

WHEREAS, oral or written protests against the proposed debt issue were not made or filed at or before said public hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in the Community Facilities District, or the owners of one-half or more of the area of land in the territory proposed to be included in the Community Facilities District and not exempt from the Special Tax; and

WHEREAS, the City Council deems it necessary for the Community Facilities District to incur bonded indebtedness; and

WHEREAS, on this date, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established;" and

WHEREAS, the City Clerk of the City (the "City Clerk") is the election official that will conduct the special election on the proposition to authorize the Community Facilities District to incur bonded indebtedness; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of April 17, 2024, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of said public hearing; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on May 21, 2024, and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on May 21, 2024;

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

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

Section 2. The City Council deems it necessary for the Community Facilities District to incur the bonded indebtedness.

Section 3. The bonded indebtedness will be incurred for the purpose of financing the costs of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of said purpose, including, but not limited to, such costs and estimated costs as are described in Section 53345.3 of the Act.

Section 4. In accordance with the previous determination of the City Council, the whole of the Community Facilities District will pay for the bonded indebtedness.

Section 5. The maximum amount of debt to be incurred is $60,000,000.

Section 6. The maximum term the bonds to be issued shall run before maturity is 40 years.

Section 7. The maximum annual rate of interest to be paid shall not exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semiannually or at such times as the City Council or its designee shall determine, the actual rate or rates and times of payment of such interest to be determined by the City Council or its designee at the time or times of sale of the bonds.

Section 8. The proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the qualified electors of the Community Facilities District.

Section 9. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of April 17, 2024, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearing held by the City Council on the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

Section 10. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) unanimously consented to the holding of said election on May 21, 2024, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on May 21, 2024.

Section 11. The date of the special community facilities district election (which shall be consolidated with the special district election to authorize the Community Facilities District to levy the Special Tax) at which time the proposition to authorize the Community Facilities District to incur the bonded indebtedness shall be submitted to the voters is May 21, 2024.

Section 12. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities to levy the Special Tax and to establish an appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

Section 13. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot. The voted ballots are required to be received in the office of the City Clerk no later than 7:30 p.m. on May 21, 2024; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

Section 14. All actions heretofore taken by the officers, employees and agents of the City with respect to the incurrence of bonded indebtedness by the Community Facilities District, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 15. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 16. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST)

WHEREAS, on this date, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), establishing City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), proposing that the Community Facilities District be authorized to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services and proposing that an appropriations limit of the Community Facilities District be established at $60,000,000; and

WHEREAS, on this date, the City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" (the "Resolution Deeming Necessity"), deeming it necessary for the Community Facilities District to incur bonded indebtedness in a maximum amount of $60,000,000; and

WHEREAS, pursuant to the provisions of the Act and said resolutions, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District are to be submitted to the qualified electors of the Community Facilities District at a special election; and

WHEREAS, the City Council desires to designate the City Clerk of the City (the "City Clerk") as the election official for such special election; and

WHEREAS, there has been filed with the City Clerk a letter from the Registrar of Voters of the County of San Bernardino indicating that no persons were registered to vote within the territory of the Community Facilities District as of April 17, 2024, which demonstrates that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District; and

WHEREAS, there has been filed with the City Clerk consents and waivers of all of the landowners of record in the Community Facilities District consenting to the waiver of, and waiving, any time limit specified by Section 53326 of the Act and any requirement

pertaining to the conduct of said special election, including any time limit or requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), consenting to the holding of said special election on May 21, 2024 and consenting to the waiver of, and waiving, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act; and

WHEREAS, the City Clerk has concurred in said waivers and has concurred in holding said special election on May 21, 2024;

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

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

Section 2. Pursuant to Sections 53351, 53326 and 53325.7 of the Act, the propositions to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District shall be submitted to the qualified electors of the Community Facilities District at an election called therefor as provided below.

Section 3. The City Clerk is hereby designated as the official to conduct said election.

Section 4. As authorized by Section 53353.5 of the Act, the propositions to authorize the Community Facilities District to incur such bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish such appropriations limit of the Community Facilities District shall be combined into one ballot proposition.

Section 5. The City Council hereby finds and determines that no persons were registered to vote within the territory of the Community Facilities District as of April 17, 2024, and that 12 or more persons have not been registered to vote within the territory of the Community Facilities District for each of the 90 days preceding the close of the public hearings heretofore held by the City Council on the establishment of the Community Facilities District and the proposed debt issue for the Community Facilities District. Accordingly, pursuant to Section 53326 of the Act, the vote shall be by the landowners of the Community Facilities District and each person who is the owner of land as of the close of said public hearings, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the Community Facilities District not exempt from the Special Tax.

Section 6. The City Council hereby finds and determines that the qualified electors of the Community Facilities District have (a) unanimously consented to the waiver of, and have waived, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of said election, including any time limit or

requirement applicable to an election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act), (b) unanimously consented to the holding of said election on May 21, 2024, and (c) unanimously consented to the waiver of, and have waived, any impartial analysis, arguments or rebuttals, as set forth in Sections 53326 and 53327 of the Act. The City Council hereby finds and determines that the City Clerk has concurred in said waivers and has concurred in holding said election on May 21, 2024.

Section 7. The City Council hereby calls a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities to levy the Special Tax and to establish the appropriations limit of the Community Facilities District at $60,000,000, which election shall be held at 303 East B Street, Ontario, California, on May 21, 2024, provided, that, in the event the May 21, 2024 City Council meeting is held via teleconference and/or videoconference only, the means by which the public may observe such public hearings and offer public comment would be as prescribed in the notice and agenda for such City Council meeting. The City Council has caused to be provided to the City Clerk, as the official to conduct the election, the Resolution of Formation, the Resolution Deeming Necessity, a certified map of sufficient scale and clarity to show the boundaries of the Community Facilities District and a sufficient description to allow the City Clerk to determine the boundaries of the Community Facilities District.

The voted ballots shall be returned to the City Clerk not later than 7:30 p.m. on May 21, 2024; provided, however, that if all of the qualified electors have voted prior to such time, the election may be closed with the concurrence of the City Clerk.

Section 8. Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot pursuant to Section 4000 *et. seq.* of the California Elections Code. Except as otherwise provided in the Act, the provisions of law regulating elections of the City, insofar as they may be applicable, shall govern the election.

Section 9. The form of the ballot for the election, which sets forth the measure to be submitted to the voters, is attached hereto as Exhibit A and by this reference incorporated herein, and such form of ballot is hereby approved. The City Clerk shall cause to be delivered to each of the qualified electors of the Community Facilities District a ballot in said form, together with all supplies and written instructions necessary for the use and return of the ballot. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

The identification envelope for return of a ballot shall be enclosed with such ballot, shall have the return postage prepaid, and shall contain: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or the authorized representative of the landowner entitled to vote and is the person whose name appears on the identification envelope, (c) the printed name and signature of the voter, (d) the date of signing and place of execution of the declaration described in clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board.

Analysis and arguments with respect to the measure submitted to the voters are hereby waived, as provided in Section 53327 of the Act.

Section 10. The City Clerk shall accept the ballots of the qualified electors in the office of the City Clerk at 303 East B Street, Ontario, California, to and including 7:30 p.m. on May 21, 2024, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots that may be marked at said location on the election day by said qualified electors.

Section 11. The City Council hereby determines that the facilities and services financed by the Community Facilities District are necessary to meet increased demands placed upon local agencies as a result of development occurring in the Community Facilities District.

Section 12. The specific purpose of the bonded indebtedness that the Community Facilities District is proposed to be authorized to incur is the financing of the Facilities, including all costs and estimated costs incidental to, or connected with, the accomplishment of such purpose, and the proceeds of such bonded indebtedness shall be applied only to such specific purpose.

Upon approval of the proposition to authorize the Community Facilities District to incur bonded indebtedness, and the sale of any bonds evidencing such indebtedness, the City Council shall take such action as may be necessary to cause to be established an account for deposit of the proceeds of sale of the bonds. For so long as any proceeds of the bonds remain unexpended, the Management Analyst, Financial Services of the City shall cause to be filed with the City Council, no later than January 1 of each year, a report stating (a) the amount of bond proceeds received and expended during the preceding year, and (b) the status of any project funded or to be funded from bond proceeds. Said report may relate to the calendar year, fiscal year, or other appropriate annual period, as the Management Analyst, Financial Services of the City shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the City Council.

Section 13. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election called pursuant hereto, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 14. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 15. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO
May 21, 2024

SPECIAL ELECTION

This ballot is for a special, landowner election. The number of votes to be voted pursuant to this ballot is ____.

INSTRUCTIONS TO VOTERS:

To vote on the measure, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Ontario and obtain another.

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $60,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on May 21, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness," be adopted?

Yes: ☐

No: ☐

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN

WHEREAS, on May 21, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)" (the "Resolution Calling Election"), calling a special election to submit to the qualified electors of City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on May 21, 2024; and

WHEREAS, the City Clerk of the City (the "City Clerk") has certified the canvass of the returns of the election and has filed a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A;

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

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

Section 2. The City Council has received, reviewed and hereby accepts the Canvass.

Section 3. The City Council hereby finds and declares that the ballot proposition submitted to the qualified electors of the Community Facilities District pursuant to the Resolution Calling Election has been passed and approved by such electors in accordance with Section 53355, Section 53328 and Section 53325.7 of the Act.

Section 4. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of San Bernardino a notice of special tax lien in the form required by the Act, said recording to occur no later than 15 days following adoption by the City Council of this Resolution.

Section 5. All actions heretofore taken by the officers, employees and agents of the City with respect to the special election, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 6. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 7. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

[See attached]

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on May 21, 2024, I canvassed the returns of the special election for City of Ontario Community Facilities District No. 65 (Falloncrest) held on May 21, 2024, that the total number of ballots cast in said Community Facilities District and the total number of votes cast for and against the combined ballot proposition submitted to the qualified electors of the Community Facilities District are as follows and that the totals as shown for and against such proposition are true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Ontario Community Facilities District No. 65 (Falloncrest) Special Election, May 21, 2024	23	___	___	___

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $60,000,000, to authorize the Community Facilities District to levy a special tax in order to finance certain facilities and services and to establish the annual appropriations limit of the Community Facilities District at $60,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on May 21, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" and "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness," be adopted?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 21st day of May, 2024.

BY: _____
SHEILA MAUTZ, CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST)

WHEREAS, on April 16, 2024, the City Council (the "City Council") of the City of Ontario (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Ontario, California, of Intention to Establish a Community Facilities District Proposed to be Named City of Ontario Community Facilities District No. 65 (Falloncrest) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") and to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services (the "Services"); and

WHEREAS, on May 21, 2024, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act; and

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 65 (Falloncrest), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Ontario, California, Deeming it Necessary for City of Ontario Community Facilities District No. 65 (Falloncrest) to Incur Bonded Indebtedness" and "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)," which resolutions established the Community Facilities District, proposed that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposed that an appropriations limit of the Community Facilities District be established and called a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District; and

WHEREAS, on May 21, 2024, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

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

Section 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method"). The Special Tax is hereby levied commencing in fiscal year 2024-25 and in each fiscal year thereafter until the last fiscal year in which the Special Tax is authorized to be levied pursuant to the Rate and Method.

Section 2. The City Council may, pursuant to subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the Special Tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method.

Section 3. The Special Tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method.

Section 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

Section 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the Community Facilities District shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 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. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 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. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony, which has been supplemented by certain water, recycled water and sewer master plans (as so supplemented, the "General Plan Amendment") and has certified an Environmental Impact Report and adopted a Mitigated Negative Declaration in connection with the General Plan Amendment (together, the "Environmental Impact Report"); and

WHEREAS, the City has specified in the General Plan Amendment and the Environmental Impact Report the major backbone transportation, water, sewer, storm drainage, parks, public safety infrastructure and fiber optic systems required to serve the New Model Colony; and

WHEREAS, the New Model Colony is now commonly referred to as Ontario Ranch; and

WHEREAS, Lennar Homes of California, LLC, a California limited liability company ("Lennar"), is developing certain of the property within Ontario Ranch (the "Property"); and

WHEREAS, certain of such major backbone infrastructure is required to serve the Property; and

WHEREAS, the City and Lennar desire to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve Ontario Ranch (the "Facilities") so that such development may occur; and

WHEREAS, in order to provide such a mechanism, the City has, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), established City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District"), the boundaries of which include the Property; and

WHEREAS, the Community Facilities District is authorized to levy a special tax (the "Special Tax") within the Community Facilities District and issue special tax bonds (the "Bonds") secured by the Special Tax in order to finance certain of the Facilities; and

WHEREAS, it is anticipated that the Special Tax will be levied by the Community Facilities District and that, from time to time, Bonds will be issued by the Community Facilities District; and

WHEREAS, Lennar proposes to construct, or cause to be constructed, certain of the Facilities proposed to be financed by the Community Facilities District pursuant to the Act, and the City proposes to purchase such Facilities from Lennar pursuant to an Acquisition and Funding Agreement by and between the City and Lennar (such Acquisition and Funding Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Acquisition Agreement"); and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

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

Section 1. The Acquisition Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. Each of the Mayor of the City, and such other member of the City Council as the Mayor may designate, the City Manager of the City and the Executive Director of Finance of the City, and such other officer or employee of the City as the City Manager may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of the City, to execute and deliver the Acquisition Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Acquisition Agreement by such Authorized Officer.

Section 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the Acquisition Agreement, or in connection with or related to any of the matters referred to herein, are hereby approved, confirmed and ratified.

Section 3. The officers, employees and agents of the City are hereby authorized and directed to take all actions and do all things that they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 65
(FALLONCREST)

CONCURRENCE OF ELECTION OFFICIAL

I, Sheila Mautz, City Clerk of the City of Ontario (the "City"), hereby certify as follows:

(a) that I am the election official responsible for conducting special elections in the City; and

(b) that, pursuant to Section 53326(a) of the Mello-Roos Community Facilities Act of 1982 (the "Act"), I do hereby concur in (i) the holding on the date hereof of the special election to submit to the qualified electors of City of Ontario Community Facilities District No. 65 (Falloncrest) (the "Community Facilities District") the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy a special tax and to establish an appropriations limit of the Community Facilities District, as provided in the resolution entitled "A Resolution of the City Council of the City of Ontario, California, Calling Special Election for City of Ontario Community Facilities District No. 65 (Falloncrest)," proposed to be adopted by the City Council of the City on the date hereof, and (ii) the waiving by the unanimous consent of the qualified electors of the Community Facilities District of any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the election, including any time limit or requirement applicable to any election pursuant to Article 5 of the Act (commencing with Section 53345 of the Act).

Dated: May 21, 2024

_____
Sheila Mautz, City Clerk

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Thomas Grahn Staff Member Presenting: Scott Murphy, Executive Director Community Development Reviewed By: Kimberly Ruddins, Henry Noh, Rudy Zeledon Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **A PUBLIC HEARNG TO CONSIDER AN URGENCY ORDINANCE TO IMPLEMENT MULTIPLE-FAMILY RESIDENTIAL AND MIXED-USE RESIDENTIAL OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS, FILE NO. PDCA24-001**

RECOMMENDATION: That the City Council adopt an Urgency Ordinance amending the reference document section of the City's Development Code, to implement Objective Development and Design Standards for multiple-family and mixed-use residential development.

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. The current FY 2023-24 Adopted Budget includes budget of $310,000, these funds were reimbursed from the California Department of Housing and Community Development (HCD), funded from Senate Bill 2 (SB 2) Planning Grant, to develop Objective Development and Design Standards (ODDS). These funds were fully reimbursed by HCD over the project timeline, ensuring full cost recovery through the SB 2 grant.

BACKGROUND & ANALYSIS:

Background: On September 17, 2019, the City Council authorized the City Manager to submit an application for SB 2 Planning Grant funds. The City of Ontario was eligible and received $310,000 in grant funding. These funds were utilized to develop the Objective Development and Design Standards ("ODDS") for various types of residential projects, including multiple-family and mixed-use development. The purpose of the ODDS is to facilitate housing growth by streamlining processes and enhancing current development standards.

In October 2019, the City issued a Request for Proposals (RFP) seeking consultant services and to solicit proposals from qualified firms specializing in General Plan updates, including the preparation of ODDS. Following the evaluation of the proposals, on May 19, 2020, staff recommended to the City Council that the consultant Placeworks be selected to update the General Plan and develop the ODDS. The goal of the

project was to incorporate the envisioned design standards into the Ontario Development Code (ODC) as a reference document.

Objective Development and Design Standards: Senate Bill 330 (SB 330) established the Housing Crisis Act of 2019 (HCA) and was signed on October 9, 2019, and went into effect on January 1, 2020. SB 330 establishes a streamlined approval process for housing projects with a specified amount of affordable housing through requiring affected cities to only apply objective zoning, subdivision, or design review standards to determine project consistency. The Objective Design and Development Standards provide the developer predictable and equitable multiple-family and residential mixed-use design standards**.** The City prepared the ODDS to ensure minimum quality affordable housing design, whereas without the ODDS, the current development code standards allow developers to incorporate minimum multiple family setback standards with no required architectural design standards. Further, there currently are no development standards for mixed use projects outside of approved Planned Unit Developments (PUDs). The ODDS provides city staff with a mechanism to ensure quality affordable housing design and assists in reviewing developer requests for concessions/waivers of minimum standards. All applicable projects under ODDS must adhere to architectural styles to the standards to for a streamlined approval. ODDS will cover various residential types, design and development standards for multiple-family and mixed-use areas currently lacking specific or subjective standards.

The urgency ordinance will incorporate ODDS for multiple-family and mixed-use development types featuring a compliance checklist and style sheet for diverse architectural styles. The checklist outlines minimum design requirements, while style sheets illustrate traditional and modern architectural interpretations. Comprehensive numerical standards for setbacks, building heights, and more are established for mixed-use and detached multiple-family areas, aligning with the Housing Element's Mixed-Use and High-Density zone standards program and SB2 Implementation.

The urgency ordinance will allow the City to respond and impose consistent development standards to address the anticipated increase in SB330 applications. The ODDS adoption by urgency ordinance, in accordance with Government Code section 36937, subdivision (b), and will be followed by a non-urgency ordinance at the earliest opportunity and will be considered for approval by the Planning Commission before returning to the City Council for ultimate adoption.

HCD Review: As part of the Housing Element implementation, the City will provide HCD with a copy of the ordinance and the finalized Standards once adopted. This will fulfill the necessary Housing Element policy actions to establish multiple-family and mixed-use standards.

Environmental Analysis: The proposed action is exempt from the California Environmental Quality Act (CEQA) as this project meets the required actions of CEQA Guidelines Section 15183 - Projects Consistent with a Community Plan, General Plan or Zoning because it involves direction to staff to adopt and implement design standards, which will not cause significant environmental impact and implements a uniformly applied development policy or standard that is consistent with the General Plan Housing Element policy to further regulate multiple-family residential development. This determination is predicated on Section 15004 of the CEQA Guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. The project(s) for which the proposed design standards are utilized or are intended for may require the preparation of additional environmental documents.

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA24-001 AMENDING THE REFERENCE DOCUMENT SECTION OF THE CITY'S DEVELOPMENT CODE, TO IMPLEMENT OBJECTIVE DEVELOMENT AND DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE DEVELOMENT.

WHEREAS, in 2017, the California Legislature approved, and the Governor signed into law Senate Bill 35 ("SB 35"), effective January 1, 2018, which among other things, allowed for by-right approval of housing developments only subject to objective standards; and

WHEREAS, SB 35 allows local agencies to adopt objective design and development standards for mixed-use and multiple-family residential projects; and

WHEREAS, SB 35 took effect January 1, 2018, and preempted any conflicting city ordinance; and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law Senate Bill 330 ("SB 330"), effective January 1, 2020, which among other things, streamlines the ministerial approval process for specified amount of affordable housing developments by emphasizing clear and objective standards, prohibiting discretionary review, and limiting the imposition of new conditions after a housing development application is deemed complete. The bill also includes provisions to prevent the expiration of approved housing entitlements for qualifying projects; and

WHEREAS, in 2022, the California Legislature approved, and the Governor signed into law Senate Bill 6 ("SB 6"), effective July 1, 2023, in which a project proposed under SB 6 may be either a 100 percent residential project or a mixed-use project where at least 50 percent of the square footage is dedicated to residential uses. SB 6 projects are not exempt from CEQA but need not provide any affordable housing. SB 6 also requires projects to pay prevailing wages and utilize a "skilled and trained workforce; and

WHEREAS, in 2022, the California Legislature approved, and the Governor signed into law Assembly Bill 2011 ("AB 2011"), which among other things, allows for by-right approval of housing developments only subject to objective standards in zones that allow for office, retail, and parking primary uses, such as in the City's commercial, office, or parking uses are permitted; and

WHEREAS, AB 2011 allows local agencies to adopt objective design and development standards for multiple-family residential projects in zones that allow for office, retail, and parking uses; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with and implement the Government Code, in part, specifically subject to SB 35, SB 330, SB 6 and AB 2011, and to appropriately regulate projects under State law; and

WHEREAS, the approval of multiple-family residential and mixed-use residential development projects in various zoning districts based solely on the default standards currently in the City's Development Code, without appropriate regulations governing project design, site planning, building massing, height, setback, landscape, building type, architectural review, and similar criteria, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety; and

WHEREAS, to protect public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with the City of Ontario Municipal Code; and

WHEREAS, as part of the implementation of the City's Housing Element Update the City prepared this Development Code Amendment to implement multiple-family residential and mixed-use residential objective development and design standards consistent with the policy program for these standards; and

WHEREAS, the urgency ordinance will allow the City to respond and impose consistent development standards to address the anticipated increase in SB330 applications. The ODDS adoption by urgency ordinance, in accordance with Government Code section 36937, subdivision (b), and will be followed at the earliest possible time by a non- urgency ordinance that will be considered for approval by the Planning Commission before returning to the City Council for ultimate adoption; and

WHEREAS, on May 21, 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; and

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

SECTION 1: Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2: The project has been assessed under CEQA and is deemed exempt based on CEQA Guidelines Section 15183, as it involves the adoption and implementation of Design Standards. This falls under the exemption for Projects Consistent with a Community Plan, General Plan, or Zoning, as it directs staff to adopt standards aligned with the General Plan Housing Element policy for multiple-family residential development. The determination relies on Section 15004, providing guidance on the timing of environmental review. While projects using the Design Standards may need environmental documents, the adoption of Objective Development and Design

Standards is exempt from CEQA as it won't significantly impact the environment. Staff recommends City Council acknowledge the exemption, accept the NOE, and instruct staff to file the document under CEQA and the CEQA Guidelines (14 CCR Section 1500 et seq.).

SECTION 3: Based General Plan. This ordinance is, as a matter of law, consistent with the City's General Plan pursuant to Government Code Section 65852.2(a)(1)(C).

SECTION 4: Code Amendments. Section 5.03.010 of Division 5.03 of Chapter 5 of the Ontario Development Code is hereby amended and restated to read in its entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 5: Effective Date. This ordinance takes effect immediately upon its adoption.

SECTION 6: Publication. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, within 15 days after its adoption.

SECTION 7: Submittal to HCD. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 8: This Severability. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this ordinance are severable. The City Council declares that it would have adopted this ordinance irrespective of the invalidity of any portion thereof.

SECTION 9: 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 twice, in a newspaper of general circulation in the City of Ontario, California within fifteen 15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 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. _____ was duly introduced at a regular meeting of the City Council of the City of Ontario held _____ and adopted at the regular meeting held _____, 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. _____ duly passed and adopted by the Ontario City Council at their regular meeting held _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PDCA24-001;
Objective Development and Design Standards
(Multiple-Family and Mixed-Use Residential)

(Document follows this page)

City of Ontario

Residential Objective Development & Design Standards

Administrative Review Draft | April 2024

Date: APRIL 8, 2024

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Chapter 1. Introduction

Development and design standards regulate the intensity, style, size, and orientation of development. Objective design standards are quantifiable, verifiable, and measurable, offering a predictable and fair process for housing approvals. This document aims to streamline and endorse housing design that aligns with community consistency.

1.1 Purpose

The Objective Development and Design Standards (ODDS) introduced in this document align with The Ontario Plan (TOP) Policy Plan (general plan) and the Ontario Development Code to provide objective standards for streamlined ministerial approval of residential multiple-family and mixed-use development projects consistent with state law and implementation of TOP goals and policies.

The purpose of the Residential ODDS meets 2 primary objectives to:

1. Comply with state law. The ODDS provide standards for design, construction, review, and approval of multiple-family residential and mixed-use development, consistent with state law.
2. Implement TOP's Policy Plan. The ODDS implement the multiple-family residential and mixed-use land use designations in the Land Use Element and the policies in the Community Design Element, including the vision and intended outcomes of Place Types identified in Figures CD-01 through CD-07.

1.2 Who is this document for?

This document is intended for developers and property owners in the development of real property in the City of Ontario. It serves as a guide for clear communication between property owners, designers, developers, and City staff outlining the key elements of quality design. For property owners, it offers a concise understanding of design elements that are consistent with the Policy Plan and required by the Development Code.

1.3 Applicability

In addition to any objective standards imposed through the underlying base zone, the ODDS document provides standards for housing developments limited to the following areas (refer to the Policy Plan Land Use Plan Exhibits LU-01, LU-04, and CD-01 and the official Zoning Map):

- Multiple-Family Development. Applies to all multiple-family residential categories as shown on Policy Plan Land Use Plan Exhibit LU-01 (LMDR, MDR, and HDR, and Mixed-Use land use designations).

- Mixed-Use Development. Applies to mixed-use categories as shown on Policy Plan Land Use Plan Exhibit LU-01and associated Place Types as shown on Exhibit CD-01.

1.4 User guide

1. Identify TOP Policy Plan land use designation and zoning district.
    a. Refer to Exhibit LU-01 Land Use Plan and identify land use designation.
    b. Refer to the Official Zoning Map to verify zoning and whether the project falls within the Specific Plan or Planned Unit Development (PUD) and adhere to the standards outlined in each document.
    c. Development applications shall utilize ODDS wherever PUD or Specific Plan standards are silent.
2. Apply multiple-family (Chapter 2) or mixed-use (Chapter 3) development standards.
3. Select architecture (Chapter 4).
    For each project type select 1 of the following 6 styles: Mission-Spanish Colonial Revival, Craftsman, American Mercantile, Tuscan, Modern, or Farmhouse.
4. ODDS checklist.
    Fill out ODDS checklist.

Chapter 2: Multiple Family Standards

2.1 Site design standards

2.1.1 Site design

Lot lines. The lines bounding a lot. The classifications of "Lot Line" are as follows:

a. Front. This line separates the narrowest street frontage of a lot from a public or private street right-of-way.
b. Interior "side". Any lot line that is not a front or rear lot line and does not border a public or private street right-of-way.
c. Rear. The lot line opposite and farthest from the front lot line. In the case of an irregularly shaped lot, a straight line shall be drawn to determine the rear lot line.
d. Street side. Any lot line that is not a front or rear lot line, and which abuts a public or private street right-of-way.

2.1.2 Site access

1. Alleys. Vehicular access to the on-site parking areas shall be from the alley.
2. Roadway inclusion. Pedestrian access from the public right-of-way must include sidewalk on both sides of the driveway.

2.1.3 Parking

A. Placement on site

Parking shall be designed in compliance with the applicable standards contained in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code, except as modified by the following:

1. Surface parking
    a. Setbacks. Surface parking lots adjacent to public or private streets shall include a landscaped and irrigated setback a minimum of 5 feet in width measured from property line, or aligned with the building façade, whichever is greater.
    b. Orientation. Surface parking lots shall be located at the rear, side, or internal lot lines and away from the front lot line.
2. Above-ground parking structures. Ground-floor parking shall be sited behind residential, office, or commercial spaces.
3. Semi-subterranean parking. A semi-subterranean garage shall not extend beyond the building frontage line and shall not extend higher than 4 feet above sidewalk grade.
4. Subterranean parking. A subterranean parking structure may extend to all property lines.
5. Private residential garages. Each private garage must have vehicular access from an alley, side street, or motor court.

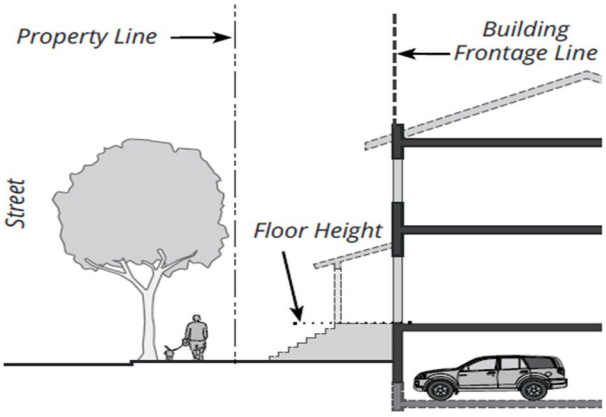


Figure 2.1-1 Semi-subterranean parking

B. Surface parking lot design

Surface parking lots shall be designed in compliance with the applicable standards contained in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code, except as modified by the following:

1. Screening
    a. Street-adjacent parking lots.
        i. A street-adjacent surface parking lot shall be screened from view by a low wall or hedge no higher than 3 feet in height.
        ii. Walls and hedges must be a minimum 18 inches from the back of the sidewalk.
        iii. Landscaped berms are prohibited.
    b. Neighboring parcels. Views from neighboring properties shall be screened with trees and shrubs.
2. Landscape. Landscaping materials shall be applied in compliance with the applicable objective parking lot landscape standards contained in Ontario Development Code Section 6.05.030 (Required Landscape Areas).
3. Shade structures. Shade structures, if used, shall match the architectural style of the project buildings.

C. Parking court design

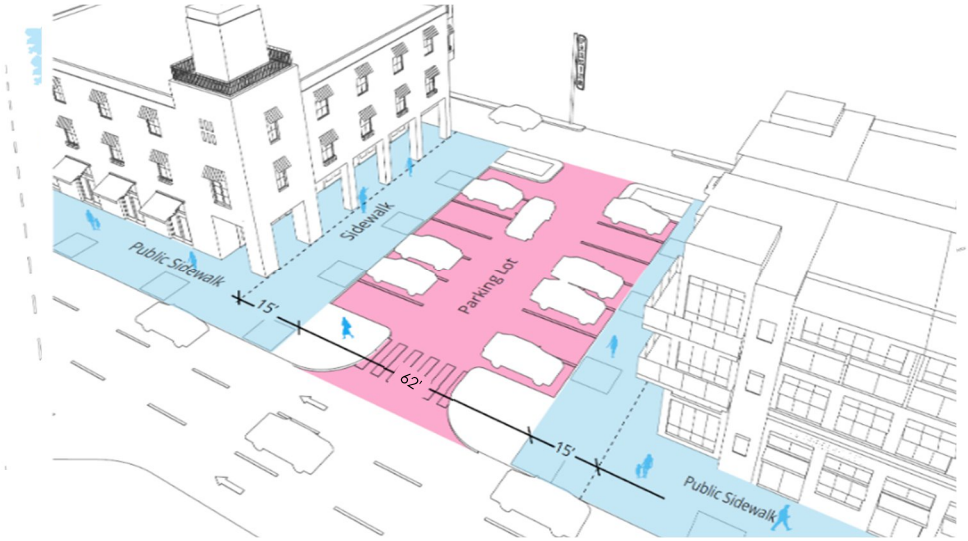


Figure 2.1-2 Parking Court

Design standards

a. The width of the parking court, when measured from 1 building face to the other, shall not exceed 100 feet.
b. The parking court shall consist of only 1 parking bay, and this bay shall not exceed a maximum width of 62 feet.

c. On both sides of the parking court, sidewalks must be established, each with a minimum width of 15 feet. These sidewalks must connect with the adjacent public sidewalk network.

D. Parking structure design

1. Context-sensitive façade design. Parking structure façades shall incorporate a minimum 2 design elements using the architectural styles identified in Chapter 4: Architectural styles and adhere to Main Street or Urban and facade design standards applied in *Section 2.2.2 Building Types*.
2. Parking structure standards
   a. Any driveway providing access to a parking structure shall have a minimum width of 28 feet.
   b. Single access lane driveways into the structure shall not exceed 14 feet in width.
   c. Parked vehicles shall be screened from view from adjoining streets.
   d. Signs as shall be consistent with Division 8: Sign Regulations of Ontario Development Code.



Figure 2.1-3 Parking structure and façade design

2.1.4 Open space standards

A. Common open space and public frontage

1. Common open space type requirements. Common open space shall cover a minimum of 15 percent of the total lot area with the following exceptions:
   a. Close to parks. Common on-site open space shall not be required for lots within a 1/4-mile of an existing park or plaza a minimum 0.25 acres in size.
   b. Common open space types. 1 or more of the common on-site open space types listed under "Common Open Space Types" shall be provided on each lot that has a residential use.
2. Access and visibility. At-grade open space shall be accessible and visible from the adjacent ground floor.

B. Common open space types

Forecourt

Design standards

a. A forecourt may occur on any floor and may be used as an allowed method of creating façade massing increments.
b. Minimum dimensions. Forecourts shall be a minimum of 15 feet by 15 feet.

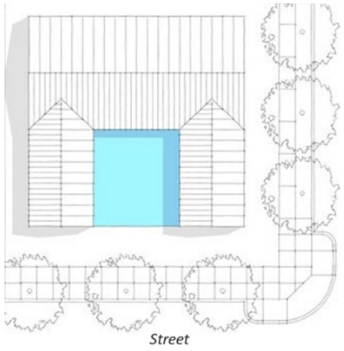


Figure 2.1-4 Forecourt

Side garden

Design standards

a. Minimum side garden dimensions: 15 feet by 15 feet.
b. Dooryards, porches, stoops, and architectural elements may encroach into the side garden as follows:
   i. Up to a total of 30 percent of the side garden's width or length.
   ii. A ground-floor encroaching element shall be allowed to project a maximum of 8 feet into the side garden.

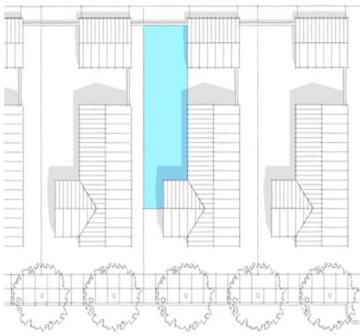


Figure 2.1-5 Side Garden

Court

Design Standards

a. Minimum dimensions. All courts shall be a minimum of 20 feet by 30 feet.
b. Enclosure.
   i. A court shall have building walls on a minimum 2 sides, while the third and fourth side can be defined by architectural or landscape elements (i.e., low walls, trellises, hedges, or rows of trees).
   ii. A driveway located adjacent to a court shall be screened by architectural elements (e.g., low walls or trellises, hedges, or rows of trees).
c. Access
   i. Courts shall be accessed from the street or walkway.
   ii. Units shall be allowed to take direct access through a court.
d. Encroachments.
   i. Dooryards, porches, stoops, and architectural elements may encroach into the Side Yard.

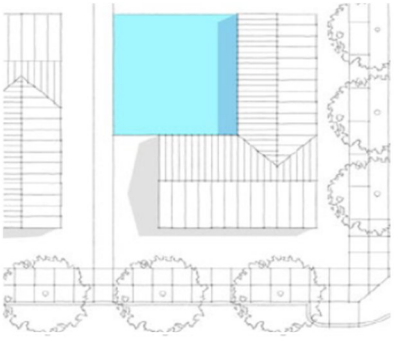


Figure 2.1-6 Court Configuration

ii. A ground floor encroaching element shall not encroach beyond 8 feet of the building's façade into the court.

e. Common area. A court shall serve as communal spaces and pedestrian access.

f. Amenities. A court shall include a minimum 1 of the following amenities: a seating area, a fountain, a BBQ island, or an outdoor fireplace.

Passage

Design standards

a. Location. Passages shall be provided between buildings or side gardens.

b. Size. Passages shall be a minimum width of 8 feet with minimum of 2 feet of landscape strip on each side.

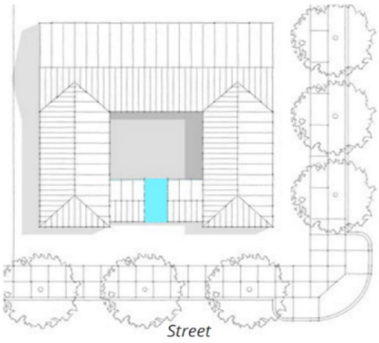


Figure 2.1-7 Passage configuration

C. Private open space

General standards

a. A minimum 60 square feet of private open space shall be provided for each residential unit and a minimum 1 of the private on-site open space types shall be provided.

b. Exception: Private on-site open space shall not be required for a project site that is located within 1/4-mile distance of an existing park or plaza that is a minimum 0.25 acres in size.

D. Private open space types

Private roof deck

1. Description. A private open space located on the roof of a building dedicated to a single unit.
2. Design standards. Minimum dimensions of 7 feet by 7 feet.

Backyard

1. Description. A private, landscaped open space located behind each individual unit that is intended to provide passive or active outdoor space for the users of the unit.
2. Design standards
   a. Size. Minimum dimensions of 20 feet by 15 feet.
   b. Encroachments. Encroachment into the backyard is allowed up to 30% of the rear yard area.

Architectural façade elements as private open space

Description. The following elements defined in *Section 2.3 Architectural Façade Elements* may be used to meet on-site private open space requirements.

a. Balcony
b. Terrace Balcony

Entry elements as private open space

Description. The following elements defined in Section 2.4 Entry Elements may be used to meet on-site private open space requirements.

a. Dooryard
b. Porch

2.1.5 Landscaping

General to all. Landscaping materials shall be applied in compliance with the applicable landscape standards contained in Ontario Development Code Section 6.05.030 (Required Landscape Areas).

2.1.6 Fences and walls

Fence and wall heights. Walls and fences shall be designed in compliance with the applicable standards contained in Division 6.02 (Walls, Fences, and Obstructions) of the Ontario Development Code.

2.2 Multiple-Family development standards

The following tables and associated standards for multiple-family development standards covering new residential construction, additions, remodels, or repurposed uses that necessitate an entitlement or building permit from the city. all standards listed under table 2.01 Multiple-Family Development Standards are applicable to all multiple-family projects including projects within mixed-use zones.

Table 2.01: Multiple-Family Development Standards

Requirements	Development Type			Additional Regulations
	Multiple-Family Residential			
	Mixed-Use Building Type			
A. BUILDING DEVELOPMENT STANDARDS				
1. Minimum Setback from Public Street Property Lines	Urban (25 du/ ac or greater)	Neighborhood (Less than 25 du/ac)	Housing (Less than 25 du/ac and 5 units or less)	Note 9
a. Arterial	0 feet	10 feet	14 feet	
b. Collector	5 feet	10 feet	14 feet	
c. Local	5 feet	15 feet	20 feet	
2. Minimum Setback from Interior Project Boundary Property Lines	5 feet			
3. Minimum Setback from Public Alley Property Lines	5 feet			
4. Minimum Setback from Private Drives/Alleyways (from edge of drive aisle)				
a. Living Area	10 feet			
b. Garages and Other Nonhabitable Structures	10 feet			
5. Minimum Setback from Dwellings to Parking Spaces				

a.	Living Area	10 feet	
b.	Garages and Other Nonhabitable Structures	5 feet	
6.	Minimum Setback from Parking Space or Drive Aisle to Wall or Fence	5 feet	
7.	Minimum Separation Between Detached Buildings		
a.	Dwelling Front to Front	≤ 2-Stories: 25 FT; ≥ 3 Stories: 30 FT unless otherwise specified by massing requirements ("Space between buildings") in Section 2.2.2 Building Types.	Note 5
b.	Dwelling Front to Rear	≤ 2-Stories: 25 FT; ≥ 3 Stories: 30 FT unless otherwise specified by massing requirements ("Space between buildings") in Section 2.2.2 Building Types.	Note 5
c.	Dwelling Front to Side	≤ 2-Stories: 25 FT; ≥ 3 Stories: 30 FT unless otherwise specified by massing requirements ("Space between buildings") in Section 2.2.2 Building Types.	Note 5
d.	Dwelling Side to Side	≤ 2-Stories: 10 FT; ≥ 3 Stories: 15 FT unless otherwise specified by massing requirements ("Space between buildings") in Section 2.2.2 Building Types.	Note 5
e.	Dwelling Side to Rear	15 FT; unless otherwise specified by massing requirements ("Space between buildings") in Section 2.2.2 Massing and Façade Design	Note 5
f.	Dwelling Rear to Rear	20 FT unless otherwise specified by massing requirements ("Space between buildings") in Section 2.2.2 Building Types.	Note 5
8.	Garage to Garage (or other nonhabitable structures)	30 FT – Entry to Entry 30 FT – Entry to Side 10 FT – Side to Side 10 FT – Side to Rear	Note 5
9.	Minimum Storage Space	240 CF	Note 4
10.	Maximum Street Façade Height		
a.	Downtown District	35 feet	Note 8
b.	Other Districts & Corridors:	n/a	
c.	Neighborhood Centers:	35 feet	
11.	Maximum Building Height		
a.	Downtown District	n/a	Note 8
b.	Other Districts & Corridors:	n/a	Note 5
c.	Neighborhood Centers:	60 FT	Note 5
12.	Minimum Setback from Major Pipelines	50 FT (to habitable structures)	Note 7

Notes:

1. *An existing lot of record that is substandard as to minimum "project" area and/or dimension(s), shall be permitted all the development rights of the zone in which it is located.*
2. *The density range shall be consistent with the underlying Mix-Used Category identified in Figure LU-04, Mixed Use Areas and defined in Table LU-02, Land Use Designations Summary Table, of the Policy Plan (General Plan). A density bonus and other incentives pursuant to GC Sections 65915 through 65918, may be granted by the Approving Authority. Refer to Development Code Subsection 6.01.010.H (Density Bonus and Other Incentives).*
3. *A health risk assessment shall be required for multiple-family development projects located within 1,000 feet of a freeway, as determined by the Zoning Administrator.*
4. *Lockable private storage space for each residential unit shall be provided within a garage or storage building, or a space directly accessible from the dwelling. Exterior closets accessed from patios or balconies may be used if screened from public view.*

5. *Required building separation, and allowable heights may be differ based on massing type and adjacent uses. See Section 2.2.2 Building Types for additional information regarding building separation. See section 2.2.1 for standards adjusting allowable height. The following items are exceptions to height standards identified in this table and those noted in section 2.2.1:*
   a. *Equipment. Chimneys, elevators, stairs, mechanical houses, screened vents, HVAC equipment, and solar panels may exceed California Building Code height limits.*
   b. *Architectural Elements. Architectural elements such as spires, steeples, or roof lanterns may exceed height limits if consistent with the architectural style outlined in Chapter 4 of the ODDS.*
6. *A lot designated as Mixed-Use (MU) in the Policy Plan (General Plan) shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable Mixed-Use Category, except that If, because of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with non-residential uses.*
7. *Includes major high-pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
   a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
   b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
8. *In the Downtown District, the 35-story façade height shall extend a maximum of 70 percent of the frontage, and it must be broken up with upper-level setbacks (12 feet minimum) at3stories for a minimum of 30 percent of the frontage. Useable outdoor spaces, such as roof decks, may occupy the roof area of the upper-level setback; see Urban Form standards under section 2.2.2A Urban Building Type.*
9. *Projects less than 1 acre in size but exceeding 25 du/ac can use Neighborhood or Housing Form in lieu of the Urban massing form.*

2.2.1 Height standards

1. Height transition zones. Requires all new buildings within 100 feet of less intense development patterns (existing or planned) to reduce heights to ensure neighborhood compatibility.
2. Multiple family development types. The following height limits shall apply to all proposed multiple family development types.
   a. Buildings within 100 feet of single-family residential dwellings must not exceed 35 feet or the height of adjacent residential buildings, whichever is greater.
   b. Buildings within 100 feet of undeveloped single-family zone parcels shall not exceed 35 feet in height.

2.2.2 Building Types

Identify the suitable building type for the project based on its density, including:

A. "Urban" (applies to multiple-family development projects with 25 dwelling units per acre or more*). Projects less than 1 acre in size but exceeding 25 du/ac can use neighborhood or housing Form in lieu of the urban massing form.*

B. "Neighborhood" (applies to multiple-family development projects with fewer than 25 dwelling units per acre that include buildings with more than 5 units).

C. "Housing" (applies to multiple-family development projects with fewer than 25 dwelling units per acre that *include buildings with 5 or fewer units).*

Table 2.2-1 Building Types	
Land Use Density	Building Types
Greater than 25 du/ac	Urban

Table 2.2-1 Building Types	
Less than 25 du/ac and greater than 5 units	Neighborhood
Less than 25 du/ac and 5 units or less	Housing form

A. Urban massing and façade design

Urban massing and façade design standards are required for all multiple-family developments projects with 25 du/ac or more.

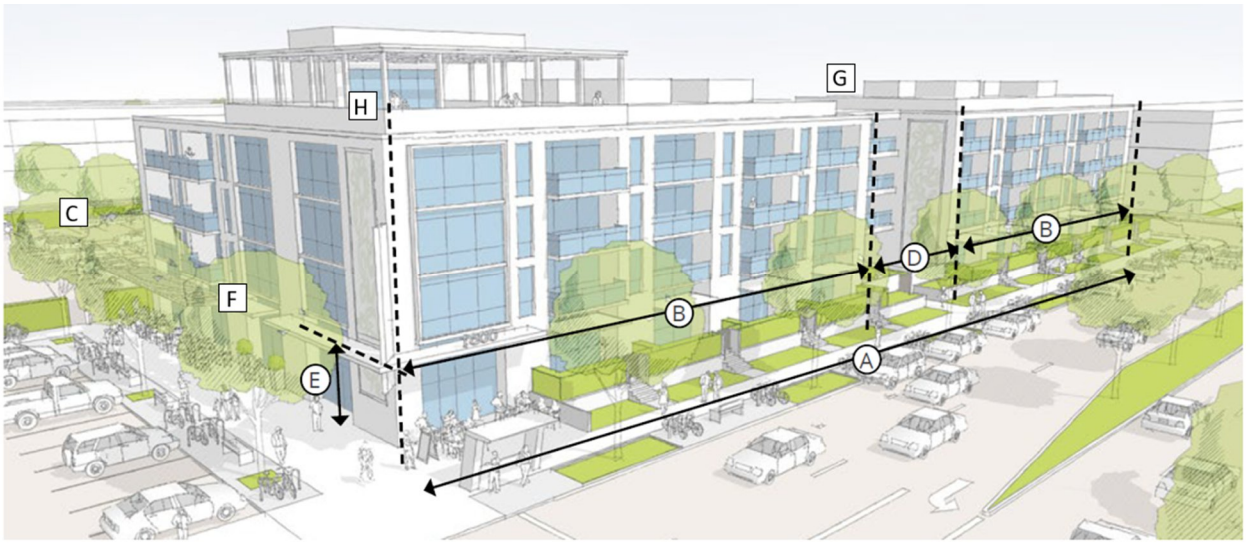
Massing increments

Massing increments are visually discrete design compositions that are distinguishable from each other and have a coherent look and character from the ground to the top of the facade. Massing increments appear as either distinct buildings or distinct parts of a single building.

Massing standards.

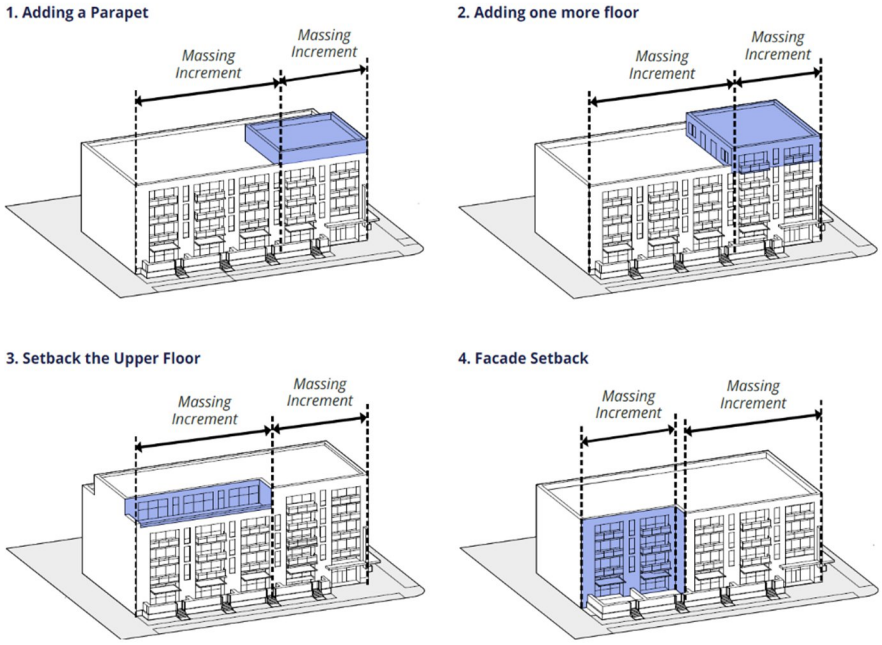
a. Size of massing increments. Building facades along front and side lot lines that face public streets and are longer than 100 feet shall be divided into massing increments as follows:
   i. The maximum length of a single massing increment shall not exceed 150 feet.
   ii. A minimum 2 distinct massing increments shall be provided.
b. Articulation of massing increments. Individual massing increments shall be differentiated from 1 another using a minimum 1 of the following massing strategies:
   i. Vary parapet height by a minimum of 3 feet.
   ii. Increase number of stories.
   iii. Set back upper floor. Set the upper floor or multiple upper floors back a minimum of 15 feet from the facade.
   iv. Set the entire facade back a minimum of 10 feet for 20 feet.
   v. Incorporate tower element.
c. Massing increments with distinct facades. Massing increments that have distinct facades and shall appear as distinct buildings.
d. Repeating massing increment design. A massing increment design may be repeated on the same project elevation. Repeated massing increments shall be separated by a distinct massing increment.

Figure 2.2-1 Urban: Massing Diagram



Element Standards	Standards
A. Building façade along font lot line	400 feet max
B. Massing increment	150 feet max
C. Space between buildings	0 feet minimum
D. Façade setback (if elected)	10 feet x 10 feet minimum
E. Building base height	15 feet minimum
F. Building façade alongside lot line	200 feet max
G. Height difference between massing increments	3 feet minimum
H. Upper-level setback from facade	15 feet minimum

Figure 2.2-2 Urban: Massing strategies



Façade Composition

Façade Composition Standards.

Multi-story building façades. The building facade shall be divided into a base and body as follows:

a. Base. Separate the building base (entire ground floor facade or first 2 floors of building's 5 stories or taller) from the rest of the facade for a minimum of 15 feet (fewer than 5 stories) or 25 feet (5 stories or more) from grade, using a minimum 2 of the following strategies:
   i. Provide a string course at the top of the first story.
   ii. Specify base materials different from rest of façade.
   iii. Specify base colors different from rest of façade.
   iv. Provide a ground floor Arcade or Gallery per Section 2.3 Architectural Façade Elements.

b. Body. The body of the building consists of the facade of all floors located above the base and shall be designed as follows:
   i. Windows shall be organized in bays, bands, curtain wall, and grid of windows consistent with the Facade Fenestration Standards for the Urban massing type.
   ii. Each massing increment must contain its entire facade composition without elements overlapping the division between increments.

Fenestration design

Fenestration design addresses the percentage of window and door openings for ground floors and upper floors and glazing transparency.

Façade fenestration standards.

Minimum fenestration. Facade designs must meet a minimum fenestration percentage, calculated as the total window and door area divided by the total area of that part of the facade.

i. Ground floor.
   a. Front lot line: 70% minimum.
   b. All other frontages: 50% minimum.
   c. Ground floor windowsills on facades along the front lot line shall be no higher than 3 feet above the adjacent grade.
   d. Ground floor bathroom windows are prohibited on facades that face front lot line.
ii. Upper floors. 15% minimum.

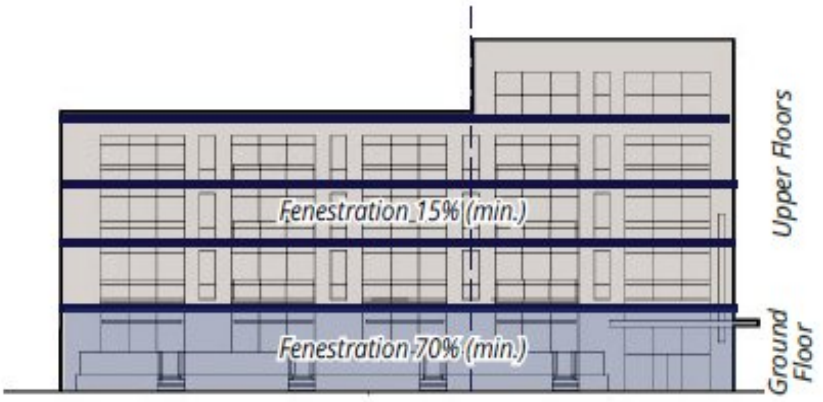


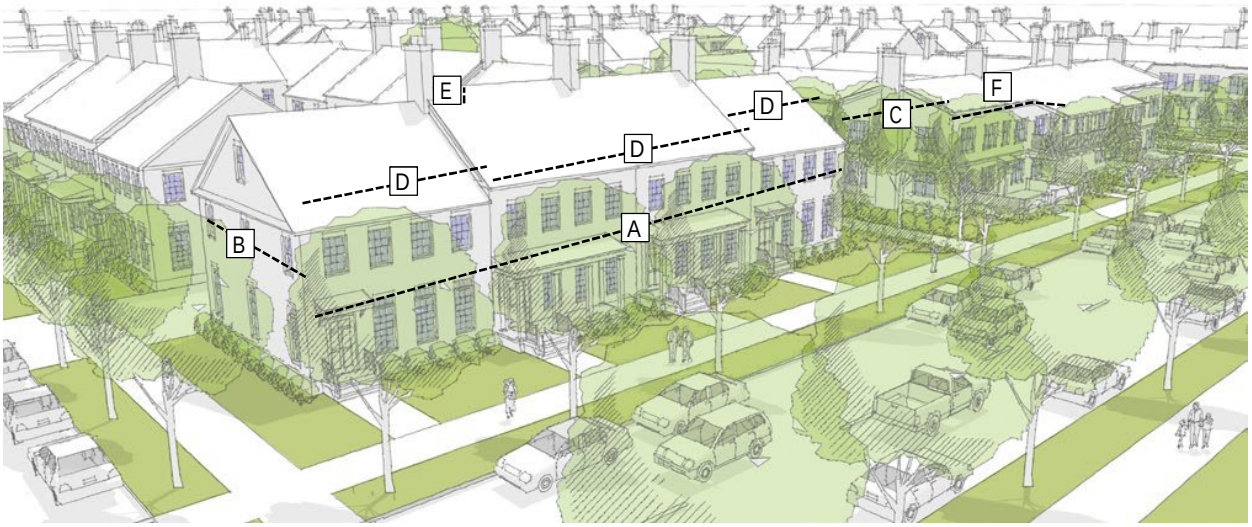
Figure 2.2-3 Urban: Fenestration Diagram

B. Neighborhood massing and façade design

Neighborhood massing and façade design standards are required for all multiple-family development types applicable to multiple-family development projects with fewer than twenty-five (25) du/ac that include buildings with more than 5 units.

Massing increments

Figure 2.2-4 Neighborhood: Massing Diagram



Element Standards	Standards
A. Building façade along front lot line	135 feet max
B. Building façade length alongside interior lot line	135 feet max
C. Space between buildings	15 feet minimum
D. Massing increment	75 feet max
E. Height difference between massing increments	2 feet minimum
F. Façade setback (if elected)	10 feet x 20 feet

Massing Standards.

a. Size of massing increments. Building facades along front and side lot lines that face public streets and are longer than 135 feet shall be divided into massing increments as follows:

i. The maximum length of a single massing increment shall not exceed 75 feet.
ii. A minimum of 2 distinct massing/architectural increments shall be provided using 1 strategy from the massing strategies list and 1 strategy from architectural strategy list.

b. Massing strategy list.

i. Vary height by a minimum of 3 feet.
ii. Increase number of stories.
iii. Set back upper floors by a minimum 15 feet.
iv. Set the entire facade back a minimum of 10 feet for twenty feet.
v. Increase story height.
vi. Incorporate tower element.

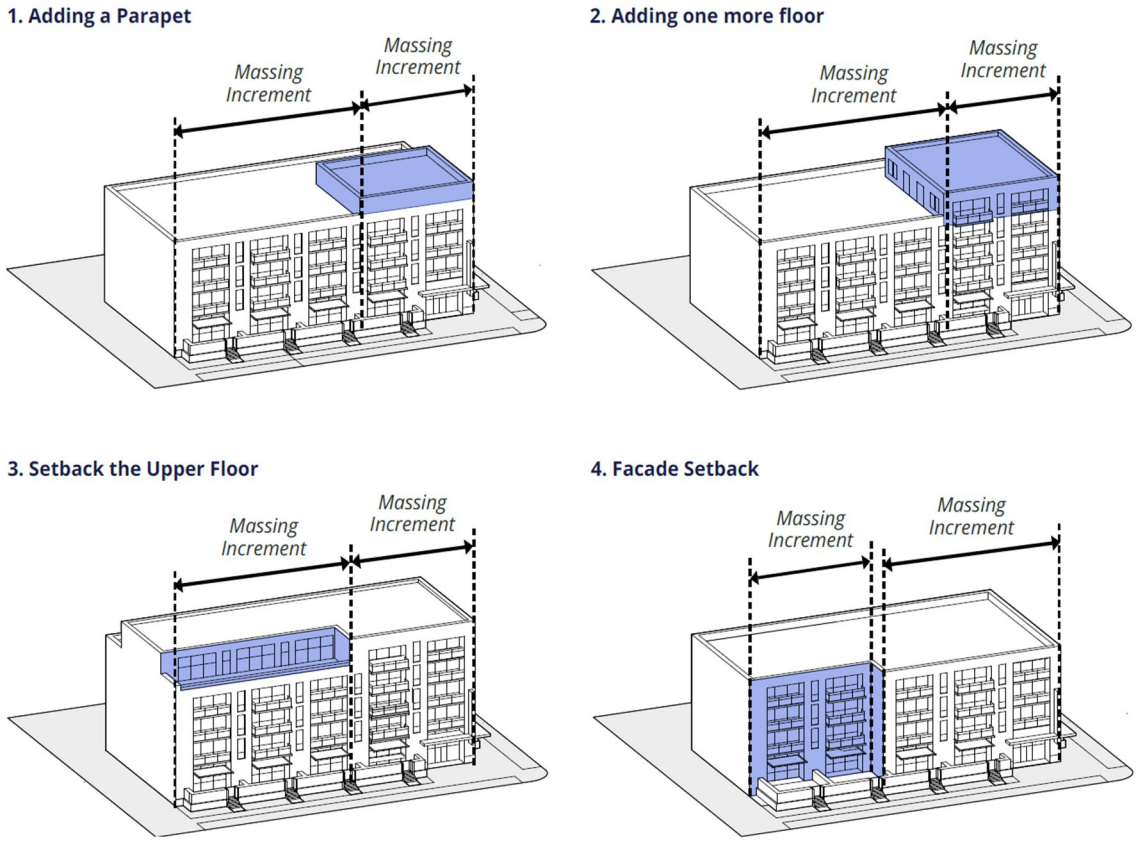


Figure 2.2-5 Neighborhood: Examples of Massing Strategies Diagram

c. Architectural strategy list:

i. Use different facade materials and/or colors.
ii. Window treatment and design. Use different window types, configurations, and/or frame colors.
iii. Diversify facade elements (balconies, trellises, chimneys, awnings) as per Section 2.3 Architectural Façade Elements.
iv. Vary the building entry element type or design of stoops, porches, dooryards, and other elements identified in Section 2.4 Entry Elements.
v. Massing increments that have distinct facades, shall appear as distinct buildings.
vi. A massing increment design can be repeated twice on the same project elevation, with a distinct separation between repeated increments.

Façade composition

Façade composition standards.

Multi-story building façades. The building facade shall be divided into a base and body as follows.

i. Base. Separate the building base (entire ground floor facade or first 2 floors of building's 5 stories or taller) from the rest of the facade for a minimum of 15 feet (fewer than 5 stories) or 25 feet (5 stories or more) from grade, using a minimum 2 of the following strategies.

(a) Provide a string course at the top of the first story.
(b) Specify base materials different from rest of façade.
(c) Specify base colors different from rest of façade.
(d) Provide a ground floor Arcade or Gallery per *Section 2.3 Architectural Façade Elements*.

ii. Body. The body of the building consists of the facade of all floors located above the base and shall be designed as follows:
(a) Windows shall be organized in bays, bands, curtain wall, and/or grid of windows consistent with the Facade Fenestration Standards for the Neighborhood massing type.
(b) Each massing increment's entire facade composition must be contained within its boundaries, with no overlap of facade elements, like window openings and balconies, across the division between increments.

Fenestration Design

Façade fenestration standards.

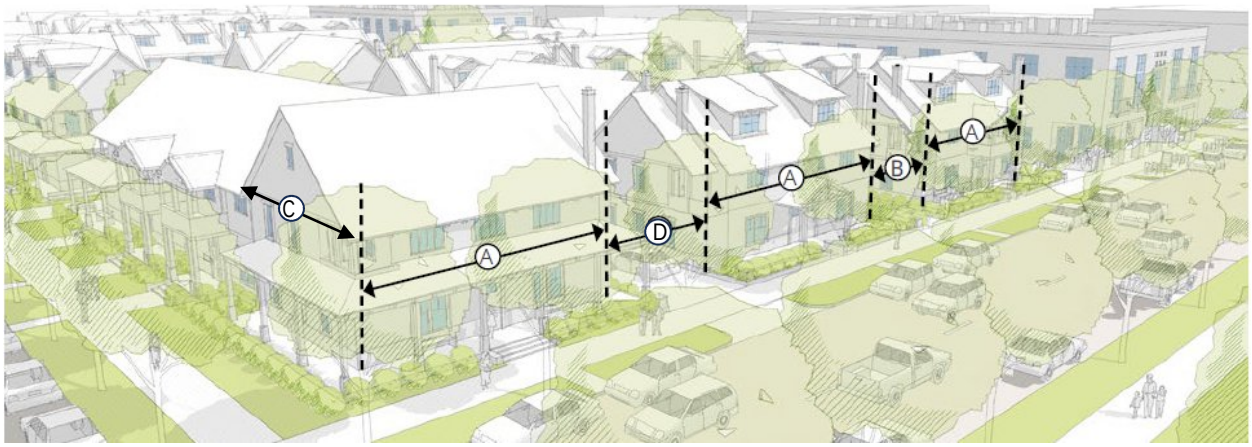
Minimum Fenestration. Facade designs must meet a minimum fenestration percentage, calculated as the total window and door area divided by the total area of that part of the facade:

i. Ground Floor: 30% minimum.
   (a) Ground floor windowsills on facades along the front lot line that face public streets shall be no higher than 3 feet above the adjacent grade.
   (b) Ground floor bathroom windows are prohibited on facades that face the front lot line.
ii. Upper floors: 15% minimum.

C. House-form massing and façade design

House-form massing and façade Design standards for projects with densities below 25 du/ac that include buildings with 5 or fewer units.

Figure 2.2-6 House Form: Massing Diagram



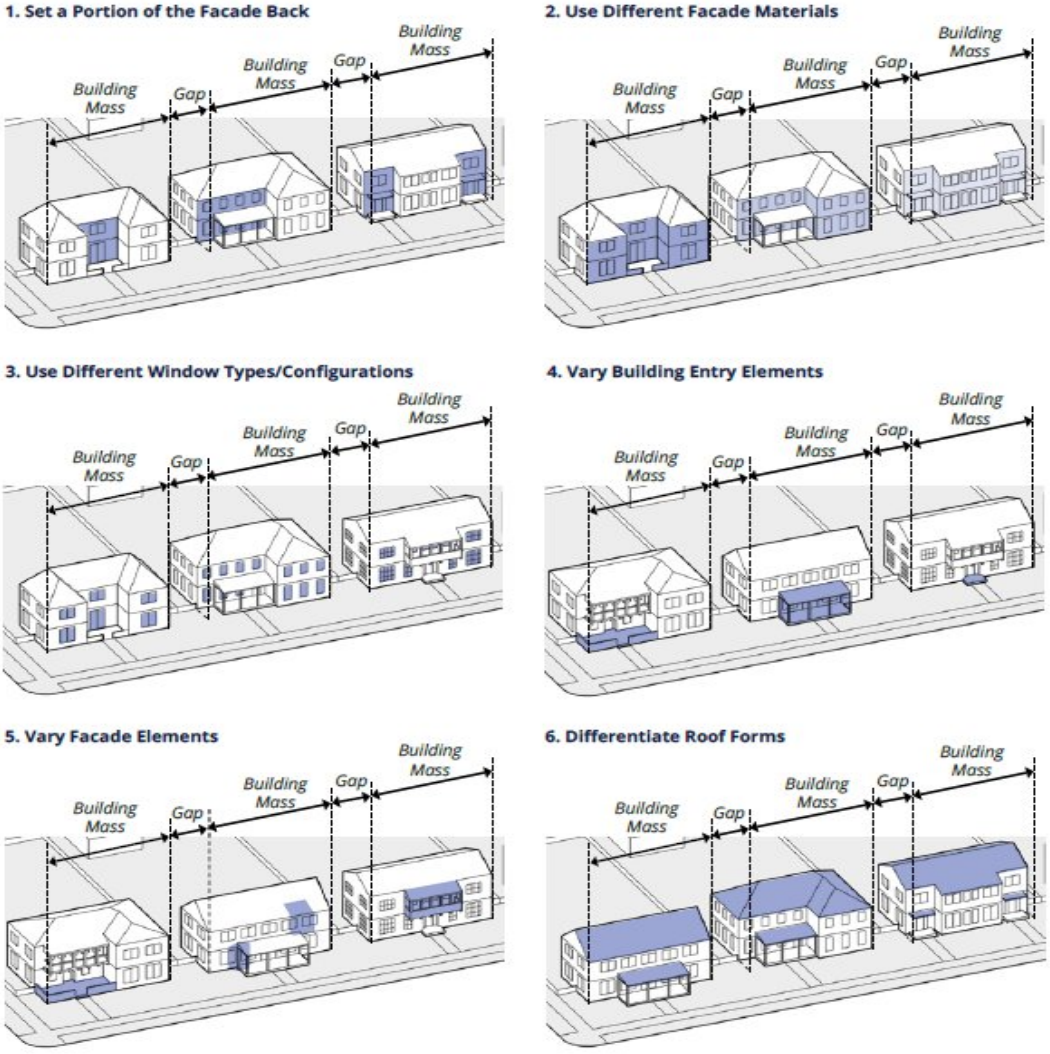
Element Standards	Standards
A. Building Façade length along font lot line	60 feet max
B. Massing Increment	60 feet max
C. Building Façade length alongside lot line	60 feet max
D. Space between buildings	15 Feet

Massing and façade composition standards.

a. Massing increments. A massing increment shall include the whole length of a single building façade, up to 60 feet in length. Only 1 massing increment per building façade shall be included.
b. Length of buildings. Buildings along front and side lot lines that face public streets shall be no longer than 60 feet.
c. Space between buildings. Buildings along front and side lot lines shall be separated by a minimum15 feet.
d. Articulation of building façade. Frontages along front and side lot lines must differ from neighboring buildings on-site using a minimum of 2 of the specified massing and architectural strategies:

i. Façade setback. Setting a portion of the facade back a minimum of 2 feet for a length of 20 feet.
ii. Material or color. Use different facade materials and/or colors consistent with the architectural style.
iii. Window treatment and design. Use different window types, configurations, and/or frame colors.
iv. Architectural façade elements. Vary façade elements (balconies, trellises, chimneys, awnings) according to *Section 2.3 Architectural Façade Elements*.
v. Entry elements. Vary the building entry element type or design of stoops, porches, dooryards, and other elements identified in *Section 2.4 Entry Elements*.
vi. Vary roof form. Vary the roof form of different increments such as gabled, hipped, and others consistent with the architectural style of the building (selected from Chapter 4).

Figure 2.2-7 House Form Massing Strategies



Fenestration Design

Façade fenestration standards.

Minimum fenestration. Facade designs must meet a minimum fenestration percentage, calculated as the total window and door area divided by the total area of that part of the facade:

i. Ground floor: 30% minimum.
   (a) Ground floor windowsills on facades along the front lot line that face public streets shall be no higher than 3 feet above the adjacent grade.
   (b) Exception: Windows on garage panel door.
   (c) Ground floor bathroom windows are prohibited on facades that face front lot line.
ii. Upper floors: 15% minimum.
iii. The horizontal distance between wall openings shall not exceed 15 feet within a facade or massing increment.

2.2.3 Materials and Detailing

Building Materials

1. Prohibited materials.
   a. Fiberglass or plastic (false) architectural or facade elements or ornamentations are prohibited.
   b. Rough-cast and sand-finishes are prohibited on all building surfaces that are visible from a street.
   c. Reflective materials, such as mirrored glass, shiny metal, and chrome.
2. Combining materials. When combining 2 or more wall materials on 1 facade:
   a. Place lighter weight materials above more substantial ones (e.g., glass above wood, wood above stucco, stucco above masonry).
   b. Vertical joints between different materials shall only occur at inside corners.

Windows and Doors

Material and Types

a. Window recess. Windows shall be recessed specific to each building's architectural style listed in Chapter 4: Architectural styles but shall be no less than 2 inches for any style.
b. Window Material
   i. Vinyl or vinyl clad windows shall resemble wood windows (i.e., faux wood or engineered wood) in detailing and profile thickness and employ muted patterns and colors consistent with the building's architectural style.
c. Trim
   i. Window and door trim materials: Wood or cement fiber board is permitted.

ii. Building trim materials: Wood, stone, cast stone, pre-cast concrete, glass fiber, reinforced concrete, and cement fiber board.

2.3 Architectural façade elements

2.3.1 Awning

Figure 2.3-1 Awning Diagram



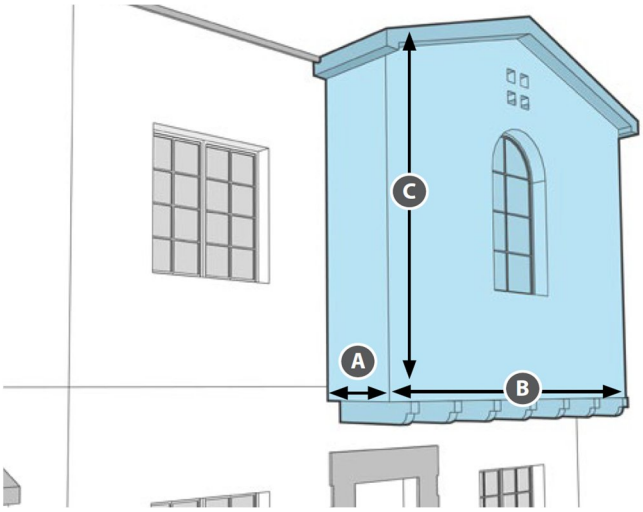
Element Standards	Minimum	Maximum
A. Depth	Not Applicable	3 feet
B. Clearance above ground	8 feet	Not Applicable
C. Length	See Below	

Design Standards

a. Encroachment. Residential Awnings may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Material. Residential Awnings shall be of a simple shed form and made of code-compliant fire-resistant material.
c. Upper floors. Each individual awning shall cover no more than 1 window opening.

2.3.2 Projecting room

Figure 2.3-2 Projecting Room Diagram



Element Standards	Minimum	Maximum
A. Depth	Not Applicable	2 feet
B. Width	Not Applicable	20 feet
C. Height	Not Applicable	2-story building: 1 story max. 3-story building: 1 story max. 4-story+ building: 2 stories maximum.

Design standards.

a. Encroachment. Projecting rooms may encroach into the setback or public right-of-way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Support.
   i. Building projecting rooms shall have visible supports (I.e., beams, braces, or brackets).
   ii. Building projecting rooms shall be setback 10 feet from an adjacent property line.
c. Space between Projecting Rooms. Space between Projecting Rooms shall be 20 feet within the same building plane.

2.3.3 Bay Window

Figure 2.3-3 Bay Window Diagram



Element Standards	Minimum	Maximum
A. Height	Not Applicable	10 feet
B. Width	Not Applicable	10 feet

Design Standards.

a. Encroachment. Bay windows may encroach into the setback or public right-of-way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Dimensions. Bay windows shall be a maximum of 10 feet wide and shall have a height that is equal to or greater than their width.
c. Depth: The depth of Bay Windows shall be a minimum of 3 feet.
d. Façade placement. Bay windows shall be placed a minimum of 2 feet from any building corner and a minimum of 3 from any other bay window.
e. Fenestration. Bay windows shall consist of a minimum 75% transparent fenestration.

2.3.4 Balcony

Figure 2.3-4 Balcony Diagram



Element Standards	Minimum	Maximum
A. Height	See Below	
B. Width	Not Applicable	
C. Depth	See Below	

Design Standards

a. Encroachment. Balconies may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Façade projection or recession. Balconies may project from the facade, be recessed into the facade, or a combination of the two.
c. Required private open space. Balconies meeting private open space standards shall have a minimum dimension of 7 feet by 7 feet.

2.3.5 Terrace balcony

Figure 2.3-5 Terrace Balcony Diagram



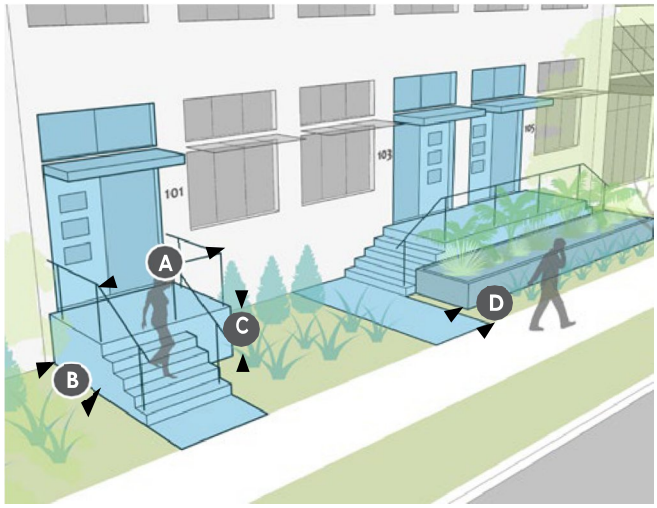
Design standards

a. Encroachment. Terrace balconies may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Support.
    i. Terrace balconies shall be supported by continuous walls that extend all the way to the ground.
    ii. Terrace balconies shall not be designed as posts, columns, or pillars.
c. Required private open space. Terrace balconies meeting private open space requirement shall meet or exceed the 7 feet by 7 feet standards specified in 2.1.5 Open Space Standards.

2.4 Entry elements

2.4.1 Stoop

Figure 2.4-1 Stoop Diagram



Element Standards	Minimum	Maximum
A. Stoop Width	4 feet	8 feet
B. Stoop Depth (not including stairs)	4 feet	8 feet
C. Stoop Floor Depth	1.5 feet	3 feet
D. Planter/ Fence Height	Not Applicable	3 feet

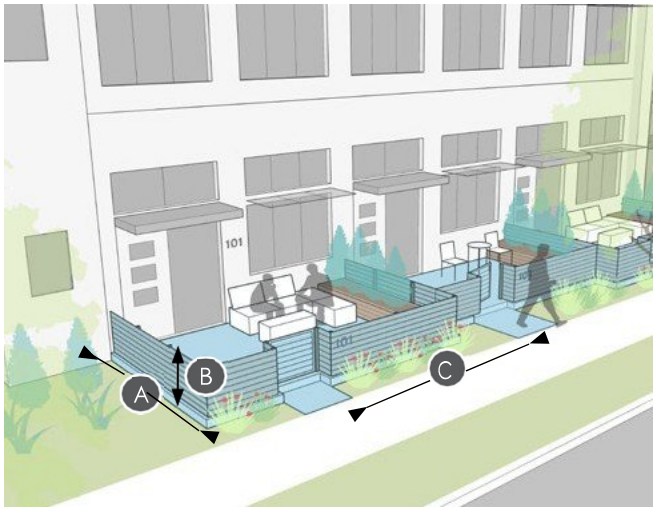
1. Design Standards.

    a. Relationship to entry. Stoops must align directly with the unit entry(s) they serve.
    b. Number of units served. Stoops shall provide access to a maximum of 2-unit entries.
    c. Lobby entries. Stoops may provide access to a lobby entry.
    d. Stoop stairway orientation. The exterior stoop stairway may be oriented perpendicular or parallel to the adjacent sidewalk.

2. Landscaping. Landscaping shall be planted on the sides of the stoop, either at grade or in raised planters. Raised planters shall have a minimum depth of 12 inches.

2.4.2 Dooryard

Figure 2.4-2 Dooryard Diagram



Element Standards	Minimum	Maximum
A. Depth, Clear	8 feet	Not Applicable
B. Finish level above sidewalk	Not Applicable	3 feet
1. Length of Terrace	Not Applicable	150 feet
C. Distance between stairways	Not Applicable	50 feet

Design Standards

a. Relationship to Entry. Dooryards shall align directly with the unit entry(ies) they serve.
b. Number of Units Served. Dooryards shall provide access to a maximum of 2-unit entries.
c. Enclosure. Dooryards shall be enclosed by a maximum 3-foot high, decorative walls, fences, or low hedges.
d. Architectural Style. Walls and/or fences shall match the building's architectural style.
e. Doorway Stairway Orientation. If the doorway is raised above grade, the exterior stairway for raised Dooryards shall be oriented perpendicular or parallel to the adjacent sidewalk.

2.4.3 Porch

Figure 2.4-3 Porch Diagram



Element Standards	Minimum	Maximum
A. Porch depth (excluding stairs)	8 feet	Not Applicable
B. Porch width	8 feet	Not Applicable
C. Porch height	8 feet	12 feet
D. Floor height	1.5 feet	3 feet
E. Between porch and front Property Line	5 feet	Not Applicable

Design Standards

a. Number of units served. Porches shall provide access to multiple ground-floor unit doors.
b. Wrap-around porches. Porches shall wrap around building corners.

Chapter 3: Mixed Use Design Standards

3.1 Site Design Standards

General Design and Development Standards that meet or exceed all standards are applicable to all Projects.

3.1.1 Site Design

1. Lot lines. The lines bounding a lot. The classifications of "Lot Line" are as follows:
    a. Front. This line separates the narrowest street frontage of a lot from a public or private street right-of-way.
    b. Interior "side". Any lot line that is not a front or rear lot line and does not border a public or private street right-of-way.
    c. Rear. The lot line opposite and farthest from the front lot line. In the case of an irregularly shaped lot, a straight line shall be drawn to determine the rear lot line.
    d. Street side. Any lot line that is not a front or rear lot line, and which abuts a public or private street right-of-way.

3.1.2 Site Access

1. Alleys. Vehicular access to the on-site parking areas shall be from the alley.
2. Roadway inclusion. Pedestrian access from the public right-of-way must include sidewalk on both sides of the driveway.

3.1.3 Parking

Parking shall be designed in compliance with the applicable standards contained in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code, except as modified by the following:

A. Placement on site

Parking shall be designed in compliance with the applicable standards contained in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code, except as modified by the following:

1. Surface parking
    a. Setbacks. Surface parking lots adjacent to public or private streets shall include a landscaped and irrigated setback a minimum of 5 feet in width measured from property line, or aligned with the building façade, whichever is greater.
    b. Orientation. Surface parking lots shall be located at the rear, side, or internal lot lines and away from the front lot line.
2. Above-ground parking structures. Ground-floor parking shall be sited behind residential, office, or commercial spaces.
3. Semi-subterranean parking. A semi-subterranean garage shall not extend beyond the building frontage line and shall not extend higher than 4 feet above sidewalk grade.
4. Subterranean parking. A subterranean parking structure may extend to all property lines.

5. Private residential garages. Each private garage must have vehicular access from an alley, side street, or motor court.

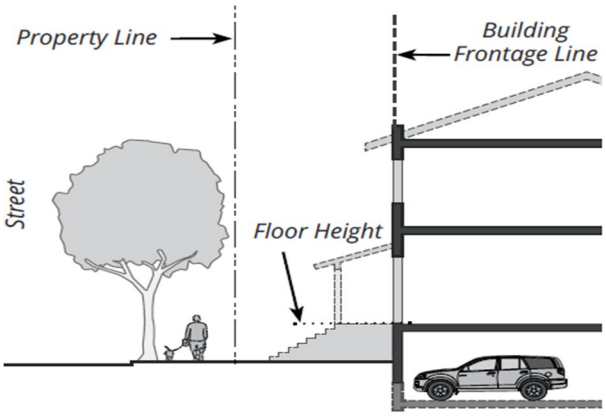


Figure 3.1-1 Semi-subterranean parking

B. Surface Parking Lot Design

1. Screening
    a. Street-adjacent parking lots.
        i. A street-adjacent surface parking lot shall be screened from view by a low wall or hedge no higher than 3 feet in height.
        ii. Walls and hedges must be a minimum 18 inches from the back of the sidewalk.
        iii. Landscaped berms are prohibited.
    b. Neighboring parcels. Views from neighboring properties shall be screened with trees and shrubs.
2. Landscape. Landscaping materials shall be applied in compliance with the applicable objective parking lot landscape standards contained in Ontario Development Code Section 6.05.030 (Required Landscape Areas).
3. Shade structures. Shade structures, if used, shall match the architectural style of the project buildings.

C. Parking court design

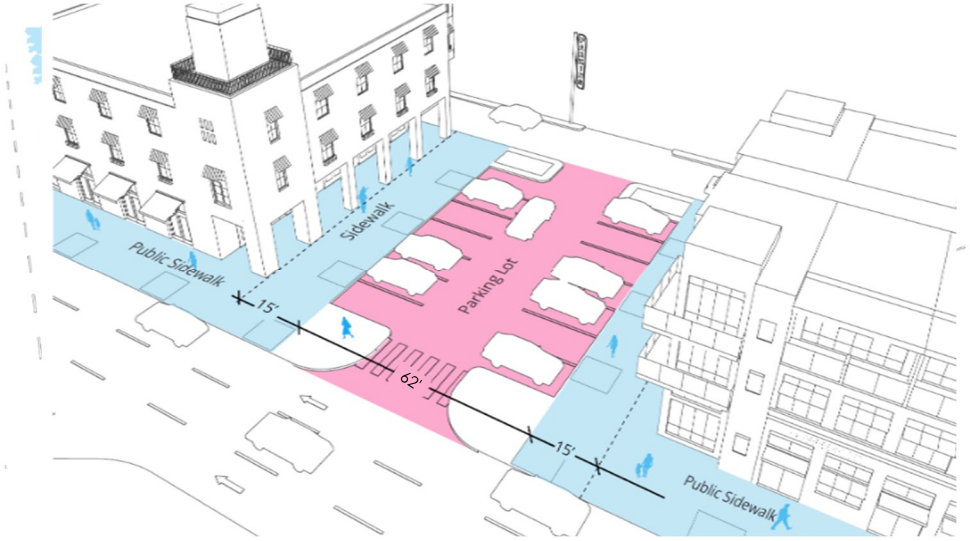


Figure 3.1-2 Parking Court

Design standards

a. The width of the parking court, when measured from 1 building face to the other, shall not exceed 100 feet.
b. The parking court shall consist of only1parking bay, and this bay shall not exceed a maximum width of 62 feet.
c. On both sides of the parking court, sidewalks must be established, each with a minimum width of 15 feet. These sidewalks must connect with the adjacent public sidewalk network.

D. Parking Structure Design

1. Context-sensitive façade design. Parking structure façades shall incorporate a minimum 2 design elements using the architectural styles identified in Chapter 4: Architectural styles and adhere to Main Street or Urban and facade design standards applied in *Section 3.2.3 Building Types*.
2. Parking Structure Standards
    a. Any driveway providing access to a parking structure shall have a minimum width of 28 feet. Single openings shall be no wider than 14 feet.
    b. Parked vehicles shall be shielded from view from adjoining streets.
    c. The exterior elevations of parking structures facing a public street shall incorporate architectural elements from the project building.
    d. Vehicular entries shall be located a minimum 50 feet from the corner of a block.
    e. Signs shall be consistent with Division 8: Sign Regulations of Ontario Development Code.



Figure 3.1-4 Example of parking structure and Façade Design

3.1.4 Open Space Standards

This Section provides standards that direct the design of common and private on-site open spaces.

A. Common Open Space and Public Frontage

1. Common open space type requirements. Common open space shall cover a minimum of 15 percent of the total lot area with the following exceptions:
    a. Close to parks. Common on-site open space shall not be required for lots within a 1/4-mile of an existing park or plaza a minimum 0.25 acres in size.
    b. Common open space types. 1 or more of the common on-site open space types listed under "Common Open Space Types" shall be provided on each lot that has a residential use.
2. Access and visibility. At-grade open space shall be accessible and visible from the adjacent ground floor.

B. Common Open Space Types

Forecourt

Design Standards

a. A forecourt may occur on any floor and may be used as an allowed method of creating façade massing increments.
b. Minimum dimensions. Forecourts shall be a minimum of 15 feet by 15 feet.

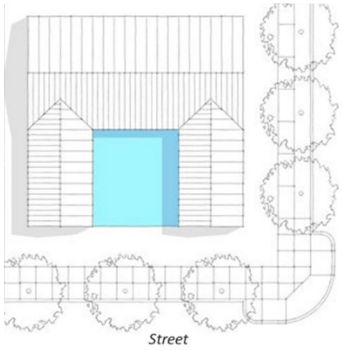


Figure 3.1-5 Forecourt

Side Garden

Design Standards

a. Minimum side garden dimensions: 15 feet by 15 feet.
b. Dooryards, porches, stoops, and architectural elements may encroach into the side garden as follows:
   i. Up to a total of 30 percent of the side garden's width and/or length.
   ii. A ground floor encroaching element shall be allowed to project a maximum of 8 feet into the side garden.

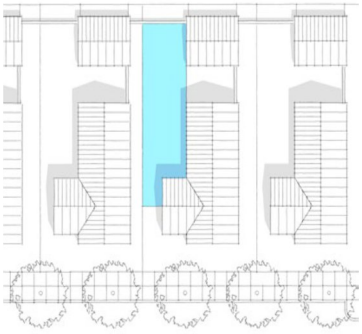


Figure 3.1-6 Side Garden

Court

Design Standard

a. Minimum dimensions. All courts shall be a minimum of 20 feet by 30 feet.
b. Enclosure.
   i. A court shall have building walls on at minimum 2 sides, while the third and fourth side can be defined by architectural or landscape elements (i.e., low walls, trellises, hedges, or rows of trees).
   ii. A driveway located adjacent to a court shall be screened by architectural elements (e.g., low walls or trellises, hedges, or rows of trees).

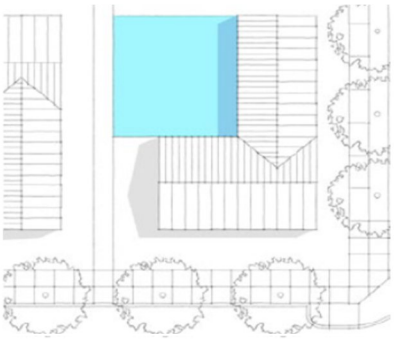


Figure 3.1- 7 Court Configuration

c. Access
   i. Courts shall be accessed from the street or walkway.
   ii. Units shall be allowed to take direct access through a court.
d. Encroachments.
   i. Dooryards, porches, stoops, and architectural elements may encroach into the Side Yard.
   ii. A ground floor encroaching element shall not encroach beyond 8 feet of the building's façade into the court.

e. Common area. A court shall serve as communal spaces and pedestrian access.
f. Amenities. A court shall include at minimum 1 of the following amenities: a seating area, a fountain, a BBQ island, or an outdoor fireplace.

Passage

Design Standards

a. Location. Passages shall be provided between buildings or side gardens.
b. Size. Passages shall be a minimum width of 8 feet with minimum of 2 feet of landscape strip on each side.

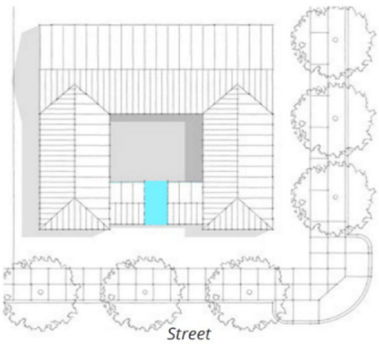


Figure 3.1-8 Passage Configuration

C. Private Open Space

General Standards

a. A minimum of 60 square feet of private open space shall be provided for each residential unit and a minimum 1 or more of the private on-site open space types shall be provided, with the following.
b. Exception: Private on-site open space shall not be required for a project site located within 1/4-mile distance of an existing park or plaza that is a minimum 0.25 acres in size.

D. Private Open Space Types

Private Roof Deck

1. Description. A private open space located on the roof of a building dedicated to a single unit.
2. Design Standards
   a. Minimum dimensions of 7 feet by 7 feet.
   b. Materials, finishes, fixtures, and colors visible from the street shall be designed consistent with the architectural style of the building.

Backyard

1. Description. A private, landscaped open space located behind each individual unit that is intended to provide passive or active outdoor space for the users of the unit.
2. Design Standards
   a. Backyards are located behind the unit.
   b. Minimum dimensions of 20 feet by 15 feet.
   c. Encroachment into the backyard is allowed up to 30% of the space's width and/or length.
   d. Maximum projection for any ground floor element is 8 feet, with a 10-foot upper floor setback from property line if there's usable space above the first floor.

Architectural Façade Elements as Private Open Space

Description. The following elements defined in *Section 2.3 Architectural Façade Elements* may be used to meet on-site private open space requirements.

a. Balcony.
b. Terrace Balcony.

Entry Elements as Private Open Space

Description. The following elements defined in *Section 2.4 Entry Elements* may be used to meet on-site private open space requirements.

a. Dooryard.
b. Porch.

3.1.5 Landscaping

This section provides standards for landscaping, materials, and Irrigation.

1. General to All. Landscaping materials shall be applied in compliance with the applicable landscape standards contained in Ontario Development Code Section 6.05.030 (Required Landscape Areas).

2. Paths. Where front yards are landscaped, individual paths to the sidewalk shall be provided for each entrance.
3. Materials. Decorative accents. Paving materials shall incorporate decorative elements consistent with the architectural style of the building.

3.1.6 Fences and Walls

Fence and Wall Heights. Walls and Fences shall be designed in compliance with the applicable standards contained in Division 6.02 (Walls, Fences, and Obstructions) of the Ontario Development Code.

3.2 Mixed Use Development Standards

The following tables and associated standards for Mixed-Use standards covering new residential construction, additions, remodels, or repurposed uses that necessitate an entitlement or building permit from the City. All standards listed under Table 3.01 Mixed-Use Development are applicable to all mixed-use projects.

Table 3.01 Mixed Use Development Standards

Requirements	Mixed-Use Development Standards		Additional Regulations
	Mixed-Use Building Type		
A. BUILDING DEVELOPMENT STANDARDS			
Massing and Façade Design	*Main Street*	*Urban*	
1. Minimum Setback from Public Street Property Lines			Notes 2 & 8
a. Arterial	0 feet	0 feet	

Table 3.01 Mixed Use Development Standards

Requirements	Mixed-Use Development Standards		Additional Regulations
	Mixed-Use Building Type		
b. Collector	0 Feet	5 feet	
c. Local	5 feet	5 feet	
2. Maximum Setback from Public Street Property Lines			
a. Arterial	5 feet	5 feet	
b. Collector	10 feet	10 feet	
c. Local	10 feet	10 feet	
3. Minimum Setback from Interior Project Boundary Property Lines 4. Minimum Setback from Public Alley Property Lines	0 feet (attached to adjacent property) 10 feet (freestanding) 5 feet		
5. Minimum Setback from Private Drives/Alleyways (from edge of drive aisle)			
a. Living Area	10 feet		
b. Garages and Other Nonhabitable Structures	5 feet		
6. Minimum Setback from Dwellings to Parking Spaces			
a. Living Area	10 feet		
b. Garages and Other Nonhabitable Structures	5 feet		
7. Minimum Setback from Parking Space or Drive Aisle to Wall or Fence	5 feet		
8. Minimum Separation Between Detached Buildings			
a. Dwelling Front to Front	< 2-Stories: 25 feet; > 3 Stories: 30 feet unless otherwise specified by massing requirements ("Space between buildings") in Section 3.2.3 Building Types.		
b. Dwelling Front to Rear	< 2-Stories: 25 feet; > 3 Stories: 30 feet unless otherwise specified by massing requirements ("Space between buildings") in Section 3.2.3 Building Types.		
c. Dwelling Front to Side	< 2-Stories: 25 feet; > 3 Stories: 30 feet unless otherwise specified by massing requirements ("Space between buildings") in Section 3.2.3 Building Types.		
d. Dwelling Side to Side	< 2-Stories: 5 feet; > 3 Stories: 5 feet unless otherwise specified by massing requirements ("Space between buildings") in Section 3.2.3 Building Types.		
e. Dwelling Side to Rear	15 feet unless otherwise specified by massing requirements ("Space between buildings") in Section 3.2.3 Building Types.		
f. Dwelling Rear to Rear	20 feet unless otherwise specified by massing requirements ("Space between buildings") in Section 3.2.3 Building Types.		
	30 feet – Entry to Entry		
	30 feet – Entry to Side		

Table 3.01 Mixed Use Development Standards

Requirements	Mixed-Use Development Standards		Additional Regulations
	Mixed-Use Building Type		
g. Garage to Garage (or other nonhabitable structures)	10 feet – Side to Side 10 feet – Side to Rear		
9. Minimum Storage Space	240 CF		Note 4
10. Maximum Street Façade Height			
a. Arterial	45 feet	N/a	Note 8
b. Collector	N/a	N/a	
c. Local	N/a	N/a	
11. Maximum Building Height (from grade to top of plate)			
a. Arterial	120 feet		
b. Collector	70 feet		
c. Local	50 feet		
12. Minimum Floor-to-Floor Height			
a. Ground Floor (Non-residential / Residential)	15 feet / 10 feet		
b. Upper and Sub Levels	9 feet		
13. Minimum Setback from Major Pipelines	50 feet (to habitable structures)		Note 6

Notes:

1. *An existing lot of record that is substandard as to minimum "project" area and/or dimension(s), shall be permitted all the development rights of the zone in which it is located. New lots designated as Mixed-Use (MU) in the Policy Plan (General Plan) shall comply with the identified minimum.*
2. *The density range shall be consistent with the underlying Mixed-Used Category identified in Figure LU-04, Mixed Use Areas and defined in Table LU-02, Land Use Designations Summary Table, of the Policy Plan (General Plan). A density bonus and other incentives pursuant to GC Sections 65915 through 65918, may be granted by the Approving Authority. Refer to Development Code Subsection 6.01.010.H (Density Bonus and Other Incentives).*
3. *Measurement of the continuous frontage may include existing frontages, provided there is no more than 10 feet between the frontage of active ground floor uses in the existing building and those of the proposed development project.*
4. *Adequate lockable private storage space for each residential unit shall be provided within a garage or storage building, or a space directly accessible from the dwelling. Exterior closets accessed from patios or balconies may be used if screened from public view.*
5. *A lot designated as Mixed-Use (MU) in the Policy Plan (General Plan) shall be developed at no less than the minimum number of dwelling units allowed within the specified density range for the applicable Mixed-Use Category, except that If, because of the configuration/design of a lot, the minimum residential density cannot be achieved, the lot may be developed with non-residential uses.*
6. *Includes major high-pressure pipelines for fuel oil, gasoline, and diesel and aviation fuels within the City. Existing pipelines include:*
   a. *Two parallel pipelines (a 16-inch and a 20-inch) that enter the City at Benson Avenue, traveling parallel to the northerly side of the Southern Pacific right-of-way to Ontario International Airport, then parallel to the southerly side of the Southern Pacific right-of-way, then parallel to the northerly side of the right-of-way beyond Ontario International Airport, then exiting the City at Etiwanda Avenue; and*
   b. *Two parallel pipelines that traverse the easterly portion of the City, entering the City at the southerly portion of Milliken Avenue, then traveling north under Milliken Avenue to Inland Empire Boulevard, then east to Rochester Avenue, then north to the City Limits.*
7. *The minimum setback from private streets shall be measured from a line running parallel to the street, which is located 12 feet behind face-of-curb (a.k.a., "parkway").*

8. *In the Downtown District, the 35 FT height shall extend a maximum of 70 percent of the frontage, and it must be broken up with upper-level setbacks (12 feet minimum) at3stories for a minimum of 30 percent of the frontage. Useable outdoor spaces, such as roof decks, may occupy the roof area of the upper-level setback; see Urban Core standards under section 3.2.4.*

3.2.1 Height Standards

Height Transition Zones. Requires all new buildings within 100 feet of less intense development patterns (existing or planned) to reduce heights to ensure neighborhood compatibility:

Vertical mixed use development types. The following height limits shall apply to all proposed vertical mixed use development types.

a. Buildings within 100 feet of single-family dwellings shall not exceed 35 feet or the height of adjacent residential buildings.
b. Buildings within 100 feet of undeveloped parcels with planned less intense uses shall not exceed 35 feet.

3.2.2 Ground Floor Building Frontage

Mixed-Use Development Types. The ground floor frontage for vertical mixed-use developments must be designed to accommodate commercial uses.

3.2.3 Building Types

Identify the suitable building type based on the location including (see Table 3.2-2):

1. "Main Street" (applicable to mixed-use areas within the District Place type as shown on Policy Plan Exhibits LU-04 and CD-01).
2. "Urban" (applicable to mixed-use areas outside the District Place type).

Table 3.2-2 Mixed- Use Building Types

TOP Land Use Place type	Max Permitted Height	Building Types
Downtown	35 feet	Main Street
Airport Metro/Entertainment	120 feet	Main Street
Guasti	70 feet	Main Street
South Euclid	70 feet	Main Street
South Employment	70 feet	Main Street
East Holt Blvd	70 feet	Urban
Inland Empire Blvd	70 feet	Urban
Infill	50 feet	Urban
South of Riverside Drive	50 feet	Urban

A. Main Street Massing and Façade Design

Main Street Massing and Façade design standards are required in all mixed-use areas within the District Place type, as shown in the City's Policy Plan (Exhibits LU-04 and LU-05).

Massing Increments

Massing Increments shall appear as either distinct buildings or distinct parts of a single building.

Massing Standards.

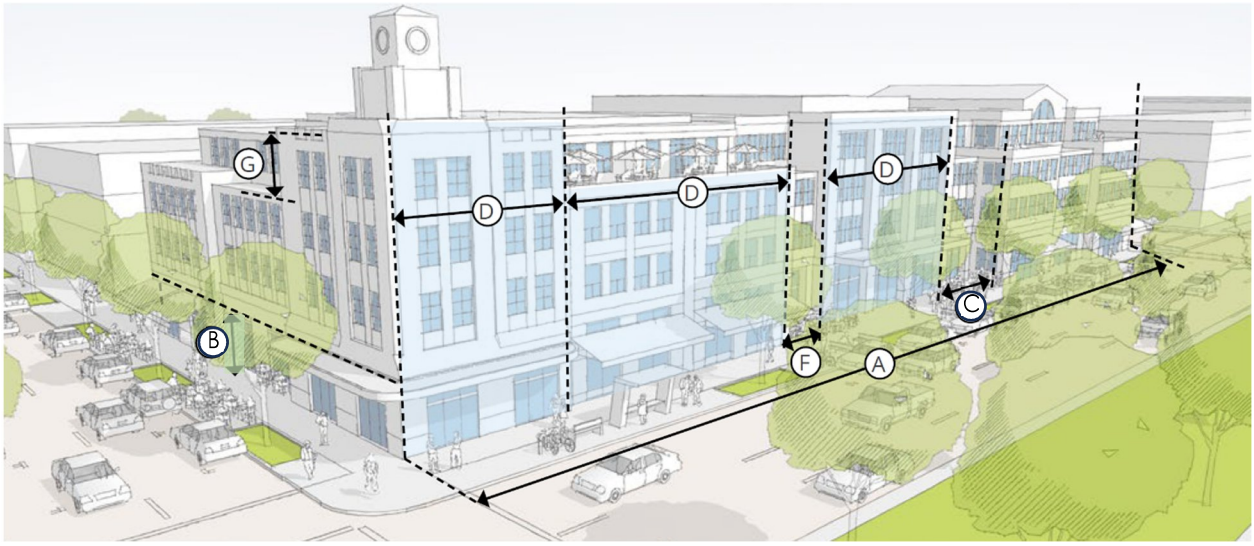
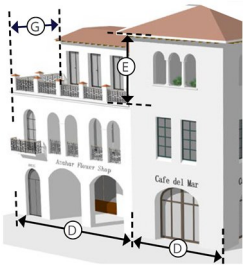


Figure 3.2-1 Main Street: Massing Diagram

Requirements
A. Building Façade along font lot line (300 feet max).
B. Building Façade alongside lot line (150 feet max).
C. Space between buildings (0 feet min).
D. Massing Increment (75 feet max).
E. Height Difference between Massing Increments (3 feet min).
F. Façade Break (10 feet x 10 feet min).
G. Upper-Level Setback (15 feet min).



a. Size of massing increments. Building facades that face public streets and are longer than 75 feet in length shall be divided into massing increments as follows:
   i. The maximum length of a single massing increment shall not exceed 75 feet.
   ii. Single building projects less than 150 linear feet of street frontage shall have no massing increments applied.
   iii. Single building projects between 150 and 250 linear feet of street frontage shall have at minimum 2 massing increments separated by a façade break.

iv. Single project buildings that have more than 250 linear feet of street frontage shall have 3 massing increments each separated by a façade break.

b. Required difference in facade height. Adjacent massing increments must vary in façade height measured from the sidewalk to the eave, cornice, or parapet, using a minimum 1 massing strategy (see Figure 3.2-1 and Figure 3.2.2):
   i. Vary number of stories.
   ii. Vary the parapet height by a minimum of 3 feet.
   iii. Incorporate tower element.
   iv. Set back upper floor(s) a minimum 15 feet.

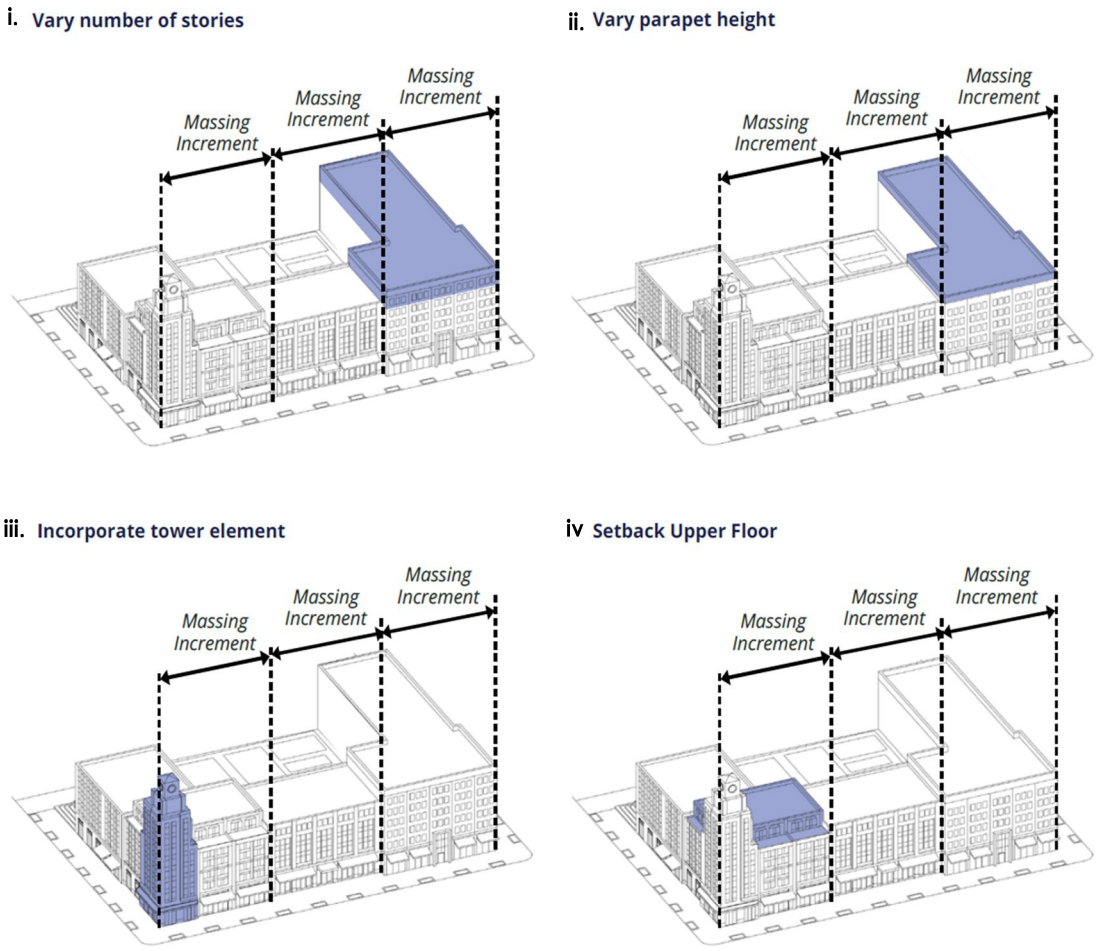


Figure 3.2-2 Main Street: Examples of Massing Strategies Diagram

c. Articulation of massing increments. Individual massing increments shall be differentiated from one another using 3 of the following architectural strategies (see Figure 3.2-2):
   i. Set façade increment back. Set the entire facade increment back a minimum of 3 feet.
   ii. Base height. Vary the height of the building base of adjacent increments.

iii. Façade colors. Use different facade materials and/or colors.
iv. Window type/configuration. Use different window types, configurations, and/or frame colors.
v. Presence/arrangement of façade elements. Vary the presence or arrangement of façade elements such as projecting balconies, recessed balconies, trellises, chimneys, and awnings.

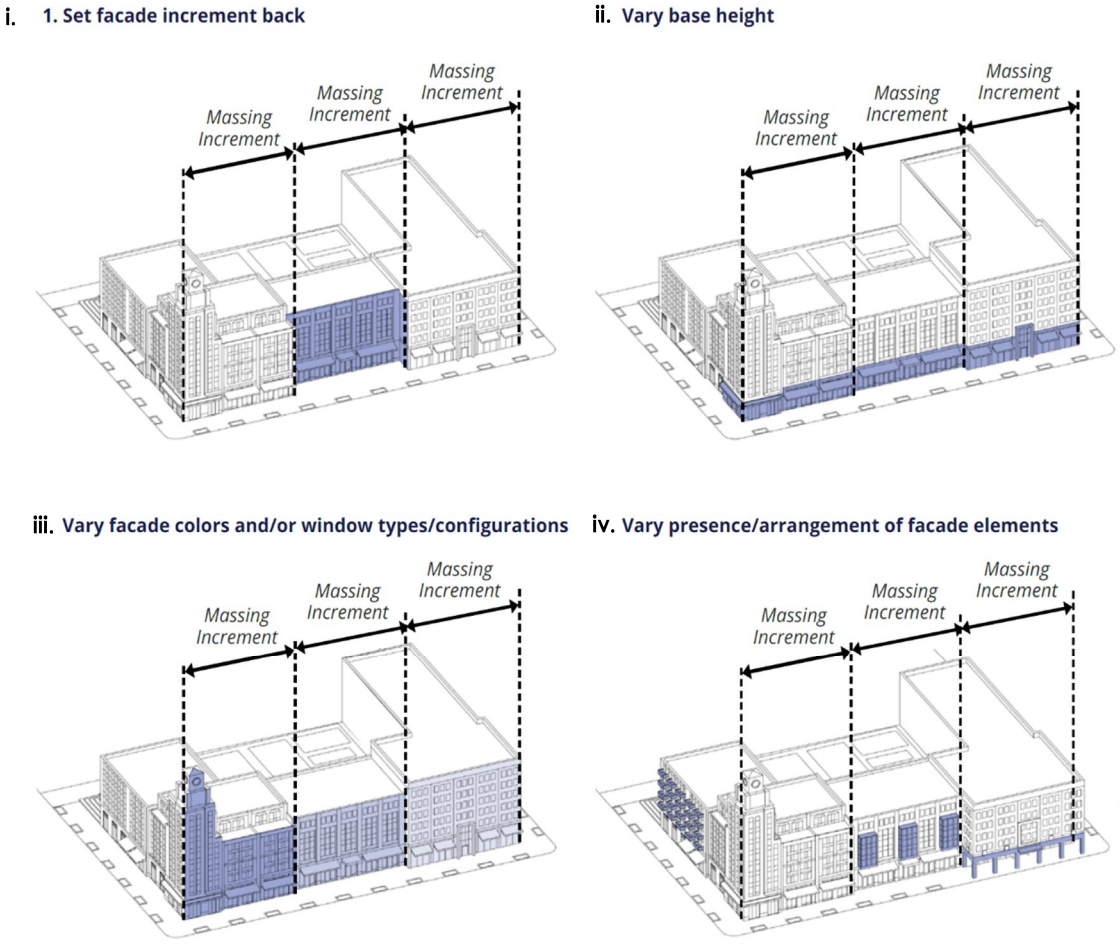
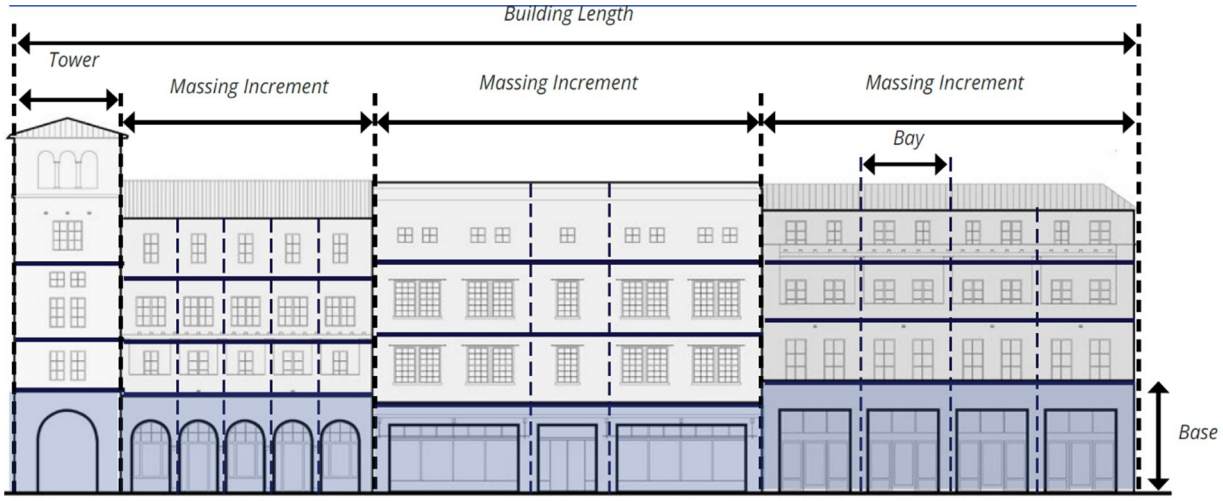


Figure 3.2-3 Main Street: Massing Strategies

d. Self-contained massing increments. Facade elements, such as window openings and balconies, shall not overlap the division between massing increments.
e. Repeating massing increment design. A massing increment design may be repeated a maximum of 3 times on the same project elevation. Repeated massing increments may not be located immediately adjacent to each other.

Façade Composition

Facade Composition Standards.



Facades organized according to massing increments that may consist of an individual building or one building that is divided into individual massing increments. Each increment is designed according to a grid of floor levels and bays.

Figure 3.2-4 Main Street: Façade Composition

a. Facade Grid. The window, door, and/or shopfront openings of each individual facade shall be organized into a grid as follows:
   i. Horizontal alignment of elements. Rooflines, openings, and materials within each facade shall be aligned horizontally.
   ii. Vertical Bays. The entirety of a building's façade shall be clearly divided into vertical bays.

b. Multi-story building façades. Multi-story building facades shall be designed to include a base, middle, and top.
   i. Base. Building base of entire ground floor for buildings less than 5 stories or 25 feet for buildings 5 stories or more, shall use a minimum of 2 of the following strategies:
      (a) Provide a string course at the top of the first story;
      (b) Specify base materials different from rest of facade;
      (c) Specify base colors different from rest of facade;
      (d) Provide a ground floor Arcade or Gallery per (*Section 3.2 Architectural Façade Elements*).
   ii. Middle. The middle of the building—the facade of all floors located above the base—shall be designed as follows:



(a) Window and door openings shall be organized in bays per the façade fenestration standards of this section.
(b) If provided, attached façade elements such as balconies, bay windows, and projecting rooms, shall be designed per the façade fenestration standards of this section.

iii. Top. The façade elements that define the upper limits of the building—shall be designed as follows:
(a) The top of the building facade shall incorporate capping elements, such as a cornice, enhanced ornamentation, or a decorative parapet.

Fenestration Design

Fenestration Design addresses the percentage of window and door openings for ground floors and upper floors and glazing transparency.

Façade Fenestration Standards.

a. Minimum Fenestration. Facade designs shall include a minimum percentage of fenestration calculated as the total percentage of window and door area divided by the total area of that portion of the façade (see Figure 3.2-4):
i. Ground Floor: 70% minimum.
ii. Upper Floors: 15% minimum.

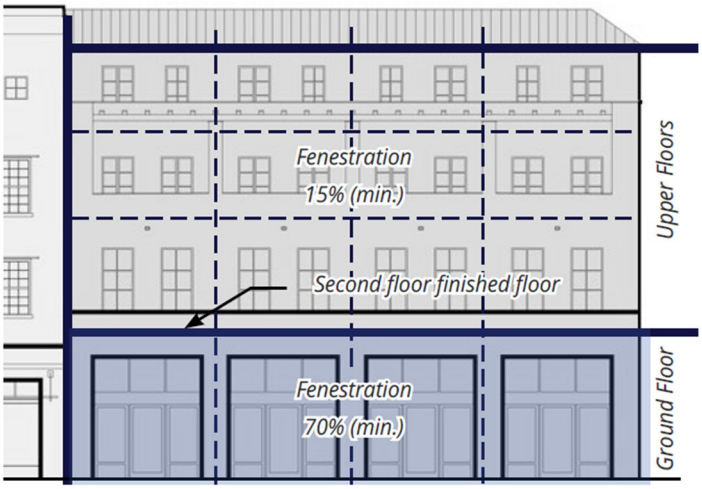


Figure 3.2-4 Main Street: Fenestration

1. General to all floors. All window jambs/frames shall be set back a minimum of 2 inches back from the facade plane.

2. Specific to ground floors. Structural elements shall be visible on the exterior of ground floor facades to visually convey that the upper floors are supported.

a. Ground floor windowsills on facades along the front lot line that face public streets shall be no higher than 3 feet above the adjacent grade.
b. Ground floor bathroom windows are prohibited on facades that face front streets.

B. Urban massing and façade design

Urban massing and façade design standards are required for all multiple-family developments projects with 25 du/ac or more.

Massing Increments

Massing increments are visually discrete design compositions that are distinguishable from each other and have a coherent look and character from the ground to the top of the facade. Massing Increments appear as either distinct buildings or distinct parts of a single building.

Massing Standards

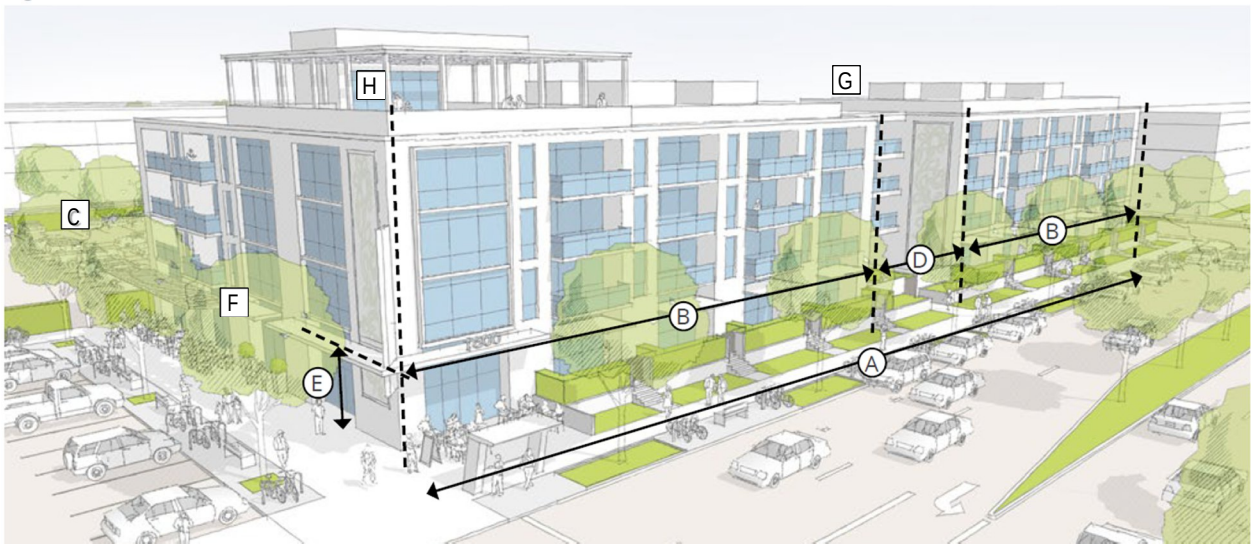


Figure 3.2-9 Urban Massing

Element Standards	Standards
A. Building façade along font lot line	400 feet max
B. Massing increment	150 feet max
C. Space between buildings	0 feet minimum
D. Façade setback (if elected)	10 feet x 10 feet minimum
E. Building base height	15 feet minimum
F. Building façade alongside lot line	200 feet max
G. Height difference between massing Increments	3 feet minimum
H. Upper-level setback from facade	15 feet minimum

a. Size of massing increments. Building facades along front and side lot lines that face public streets and are longer than 100 feet shall be divided into massing increments as follows:
   i. The maximum length of a single massing increment shall not exceed 150 feet.
   ii. A minimum 2 distinct massing increments shall be provided.

b. Articulation of massing increments. Individual massing increments shall be differentiated from one another using at minimum 1 of the following massing strategies:
    i. Vary parapet height by a minimum of 3 feet.
    ii. Increase number of stories.
    iii. Set the upper floor or multiple upper floors back a minimum of 15 feet from the facade.
    iv. Set the entire facade back a minimum of 10 feet for 20 feet.
    v. Incorporate tower element.

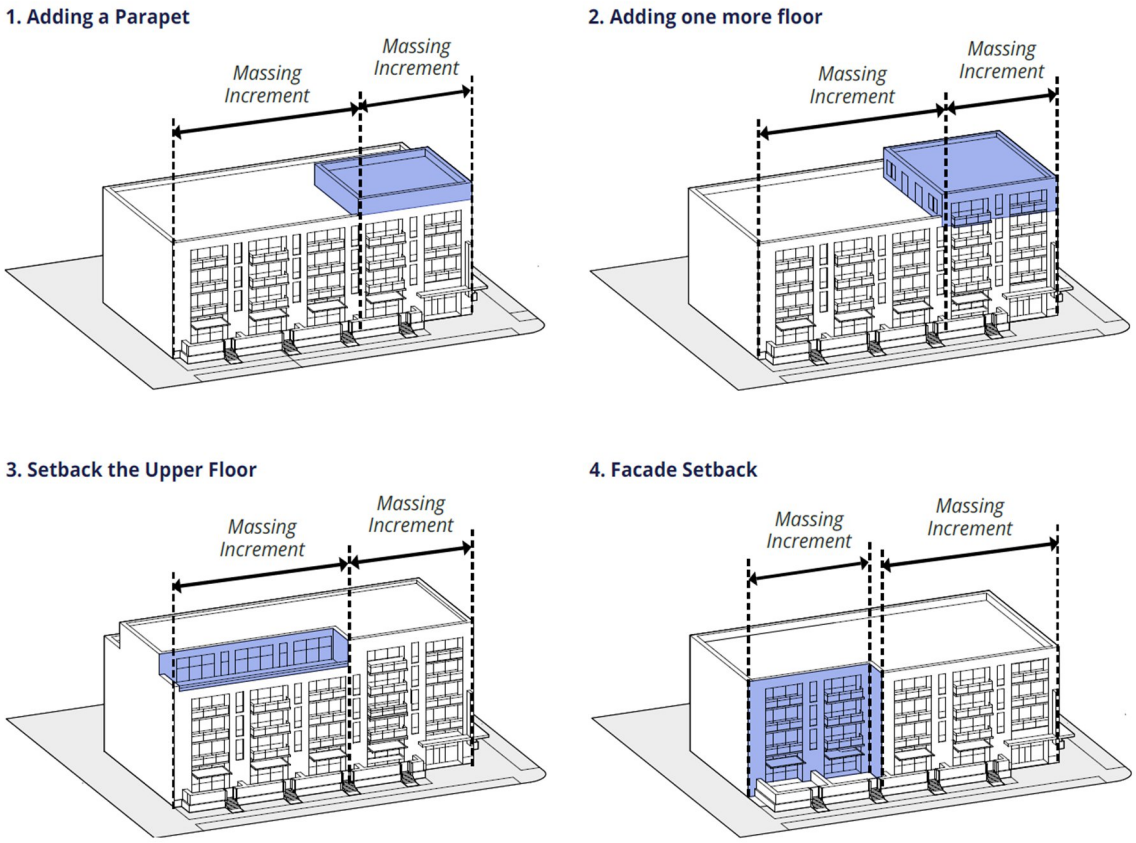


Figure 3.2-10 Urban: Examples of Massing Strategies Diagram

c. Massing increments with distinct facades. Massing increments that have distinct facades and shall appear as distinct buildings.
d. Repeating massing increment design. A massing increment design may be repeated on the same project elevation. Repeated massing increments shall be separated by a distinct massing increment.

Façade Composition

Façade composition standards address the design and arrangement of various building elevation elements that are applied to each massing increment, including window and door openings, attached and recessed façade elements such as bay windows, balconies, and arcades, and wall materials and colors.

Façade Composition Standards.

Multi-story building façades. The building facade shall be divided into a base and body as follows.

a. Base. Separate the building base (entire ground floor facade or first 2 floors of buildings 5 stories or taller) from the rest of the facade for a minimum of 15 feet (fewer than 5 stories) or 25 feet (5 stories or more) from grade, using a minimum 2 of the following strategies.

   i. Provide a string course at the top of the first story.
   ii. Specify base materials different from rest of façade.
   iii. Specify base colors different from rest of façade.
   iv. Provide a ground floor Arcade or Gallery per Section 3.3 Architectural Façade Elements.

b. Body. The body of the building consists of the facade of all floors located above the base and shall be designed as follows:

   i. Windows shall be organized in bays, bands, curtain wall, and/or grid of windows consistent with the Facade Fenestration Standards for the Urban massing type.
   ii. Each massing increment must contain its entire facade composition without elements overlapping the division between increments.

c. Strategies. The listed strategies show acceptable ways to differentiate massing increments:

   i. Vary the height of the building body.
   ii. Use different facade materials and/or colors.
   iii. Use different window types/configurations.
   iv. Diversify facade elements, including projecting balconies, recessed balconies, canopies, and awnings.

Fenestration Design

Fenestration Design addresses the percentage of window and door openings for ground floors and upper floors and glazing transparency.

Façade Fenestration Standards.

Minimum Fenestration. Facade designs must meet a minimum fenestration percentage, calculated as the total window and door area divided by the total area of that part of the facade.

i. Ground floor.
   a. Front lot line: 70% minimum.
   b. All other frontages: 50% minimum.
   c. Ground floor windowsills on facades along the front lot line shall be no higher than 3 feet above the adjacent grade.
   d. Ground floor bathroom windows are prohibited on facades that face front lot line.

ii. Upper floors. 15% minimum.

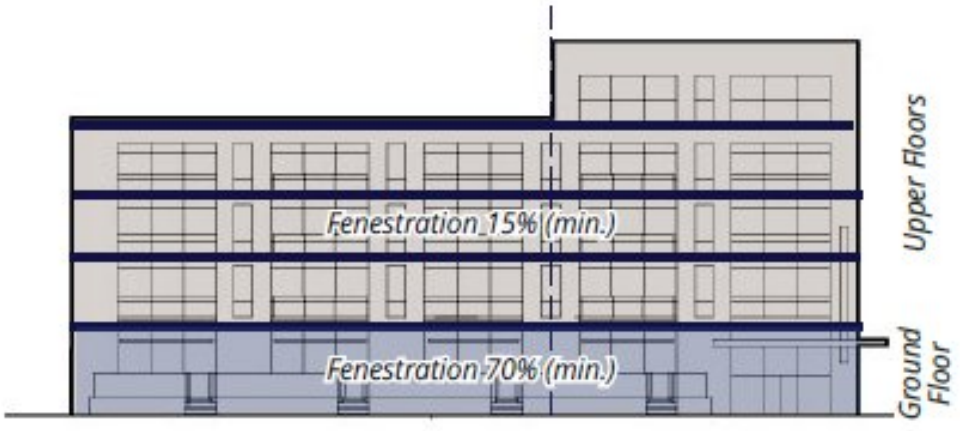


Figure 3.2-11 Urban: Fenestration Diagram

3.2.4 Materials and Detailing

A. Building Materials

1. Prohibited materials.
   a. Fiberglass or plastic (false) architectural or facade elements or ornamentations are prohibited.
   b. Rough-cast and sand-finishes are prohibited on all building surfaces that are visible from a street.
   c. Reflective materials, such as mirrored glass, shiny metal, and chrome, are allowed with the following exception:
      i. Application to small areas (up to 50 sq ft or 2% of façade area, whichever is less) for signage highlighting, ensuring no glare nuisance to traffic, pedestrians, or neighboring buildings.
2. Combining materials. When combining 2 or more wall materials on 1 facade:
   a. Place lighter weight materials above more substantial ones (e.g., glass above wood, wood above stucco, stucco above masonry).
   b. Vertical joints between different materials shall only occur at inside corners.

B. Windows and Doors

Material and Types

a. Window recess. Windows shall be recessed in a manner that is specific to each building's architectural style but shall be no less than 2 inches for any style.
b. Architectural style of detailing. Windows, doors, frames, colors, and styles shall be appropriate to the building's architectural style in terms of window type, proportion, and color.
c. Materials. Windows and doors shall be made of wood, fiberglass, fiberglass-clad wood, aluminum clad wood, or metal.
d. Glazing. Glazing shall be clear glass with no more than ten percent daylight reduction (tinting). Reflective (mirrored) glazing is prohibited.
e. Residential buildings. The following are applicable to multiple-family development types.
    i. Vinyl or vinyl clad windows shall resemble wood windows (i.e., faux wood or engineered wood) in detailing and profile thickness and employ muted patterns and colors consistent with the building's architectural style.
    ii. Nail-on windows that are deeply set within their frame are permitted.
    iii. Muntins shall be of a substantial dimension (e.g., not flat) and shall be placed on the exterior of windows.
    iv. Trim:
        a) Window and door trim materials. Wood or cement fiber board. Foam trim around windows is allowed. Foam trim around doors is prohibited.
        b) Building trim materials. Wood, stone, cast stone, pre-cast concrete, glass fiber reinforced concrete, and cement fiber board.

3.3 Architectural Façade Elements

The following architectural façade elements shall be incorporated into a development project to fulfill the requirements for façade articulation and/or articulation of massing increment defined in 3.2.3. Massing and Façade Design.

3.3.1 Arcade

Figure 3.3-1 Arcade



Element Standards	Minimum	Maximum
A. Depth	12 feet	16 feet
B. Distance from Property Line	0 feet	
C. Opening height, clear	See Below	
D. Overall height	See Below	

Design Standards.

a. Projection depth. The arcade projection depth from the ground floor facade shall be no greater than the height of the arcade opening (see Figure 3.3-1).
b. Sidewalk depth beneath arcade. The covered sidewalk under the arcade shall be a minimum of 10 feet wide from the inside of the vertical support to the ground floor building face.
c. Entry element requirement. Arcades shall be combined with Shopfronts (defined in *Section 3.4 Entry Elements*).
d. Minimum openings and massing increments. Arcades shall be a minimum of 3 openings wide. The location where an arcade stops or changes in design or dimensions shall correspond to a change in massing increment (*Section 3.2.3. Massing and Façade Design*) for massing increment requirements).
e. Vertical supports. Vertical supports may be piers, columns, or arches. The width of a vertical support shall not exceed 3 feet.

f. Width of openings. The openings between vertical supports, as seen from the street, shall be taller than they are wide.
g. Shape and cadence of openings. Openings, whether rectangular or arched, must align with facade bays if present (vertical bays are mandatory for Main Street standards and optional for other massing types in *Section 3.2.3. Massing and Façade Design*).
h. Vertical clearance. The minimum vertical clearance at each opening shall be a minimum of 12 feet, excluding decorative brackets, spandrels, and/or lower portions of arches.
i. Arcade height relative to interior building floor height. The height of the soffit inside the arcade shall be no less than the height of the ceiling of the floor to which it corresponds.
j. Architectural style. Arcade detailing, including lighting, shall utilize the architectural style of the building.

3.3.2 Gallery

Figure 3.2-2 Gallery



Element Standards	Minimum	Maximum
A. Depth, clear	10 feet	16 feet
B. Distance to property line, clear	0 feet	5 feet
C. Opening height, clear	12 feet	2 floors
D. Overall height	See Below	

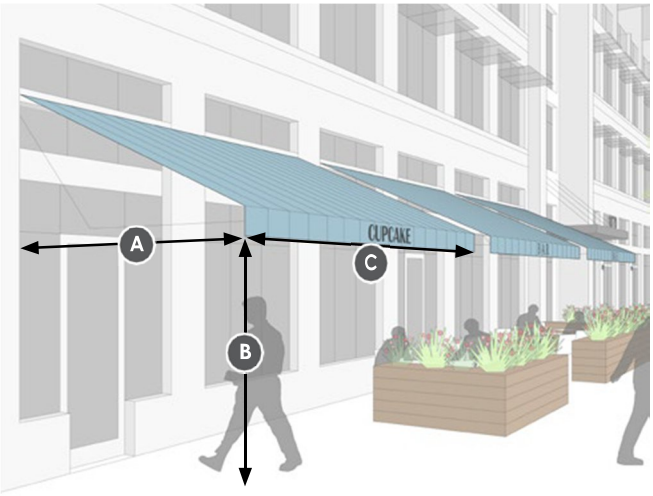
Design Standards.

a. Projection depth. The gallery projection depth from the ground floor facade shall be no greater than the height of the gallery opening (see Figure 3.2-2 "A").
b. Sidewalk depth beneath gallery. The covered sidewalk width under the gallery must be a minimum of 10 feet from the inside of the vertical support to the ground floor building face (see Figure 3.2-2 "A").
c. Minimum openings and massing increments. Galleries shall be a minimum of 3 openings wide. The location where a gallery stops or changes in design or dimensions shall correspond to a change in massing increment (*see Section 3.2.3. Massing and Façade Design*).
d. Vertical supports. Vertical supports may be piers or columns. The width of a vertical support shall not exceed 1 foot.
e. Width of openings. The openings between vertical supports, as seen from the street, shall be taller than they are wide.
f. Shape and cadence of openings. Openings may be rectangular but shall not be arched.
g. Vertical clearance. The minimum vertical clearance at each opening shall be a minimum of 12 feet, excluding decorative brackets and spandrels.

h. Gallery height relative to interior building floor height. The height of the soffit inside the gallery shall be no less than the height of the ceiling of the floor to which it corresponds.
i. Vertical alignment. Galleries may be single or double-story and shall correlate with building floors (see "D" in above figure).
j. Architectural style. Gallery detailing, including lighting shall utilize the architectural style of the building.

3.3.3 Commercial Awning

Figure 3.2-3 Commercial Awning Diagram



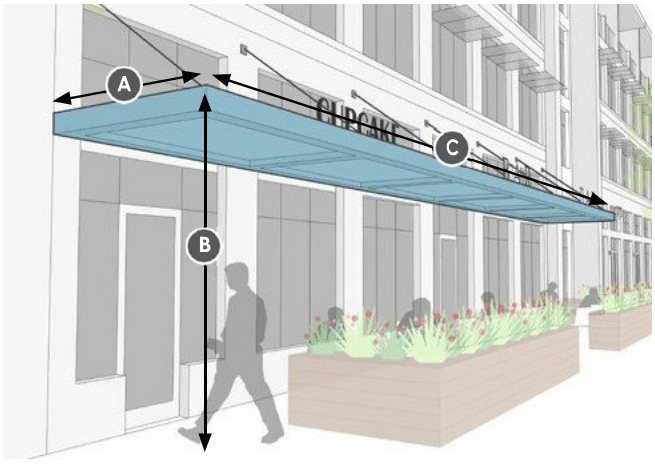
Element Standards	Minimum	Maximum
A. Depth	4 feet	Not Applicable
B. Clearance above sidewalk	8 feet	Not Applicable
C. Length	See Below	

Design Standards.

a. Encroachment. Commercial awnings may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Material. Commercial awnings shall be of a simple shed form, made of code-compliant fire-resistant canvas.
c. Width. Awning widths shall equal in size to shopfront opening widths.
d. Prohibited lighting. Internally illuminated and back-lit awnings and any associated light diffusers are prohibited.

3.3.4 Commercial canopy

Figure 3.2-4 Commercial canopy



Element Standards	Minimum	Maximum
A. Depth	Not Applicable	3 feet
B. Minimum clearance above ground	Not Applicable	12 feet
C. Length of terrace	Not Applicable	150 feet

Design Standards.

a. Encroachment. Commercial canopies may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Form and material. Canopies shall be of a simple form, made of metal and/or glass.
c. Support. Canopies shall be supported either from below by metal brackets, or from above by rods and wires that affix to the wall.
d. Width. Canopies may extend across multiple storefronts.

3.3.5 Awning

Figure 3.2-5 Awning



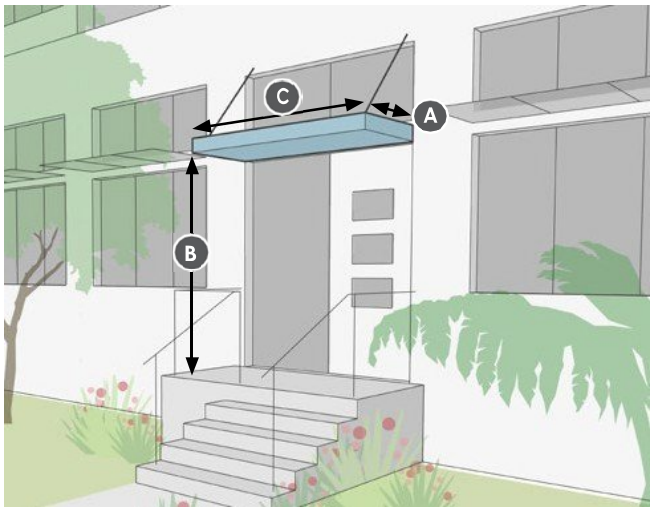
Element Standards	Minimum	Maximum
A. Depth	Not Applicable	3 feet
B. Clearance above ground	8 feet	Not Applicable
C. Length	See Below	

Design Standards

a. Encroachment. Residential awnings may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.
b. Material. Residential awnings shall be of a simple shed form, made of code-compliant fire-resistant.
c. Upper floors. Each individual awning shall cover no more than 1 window opening.

3.3.6 Canopy

Figure 3.2-6 Canopy



Element Standards	Minimum	Maximum
A. Depth	Not Applicable	3 feet
B. Minimum clearance from landing	7 feet	8 feet
C. Length of terrace	Not Applicable	8 feet

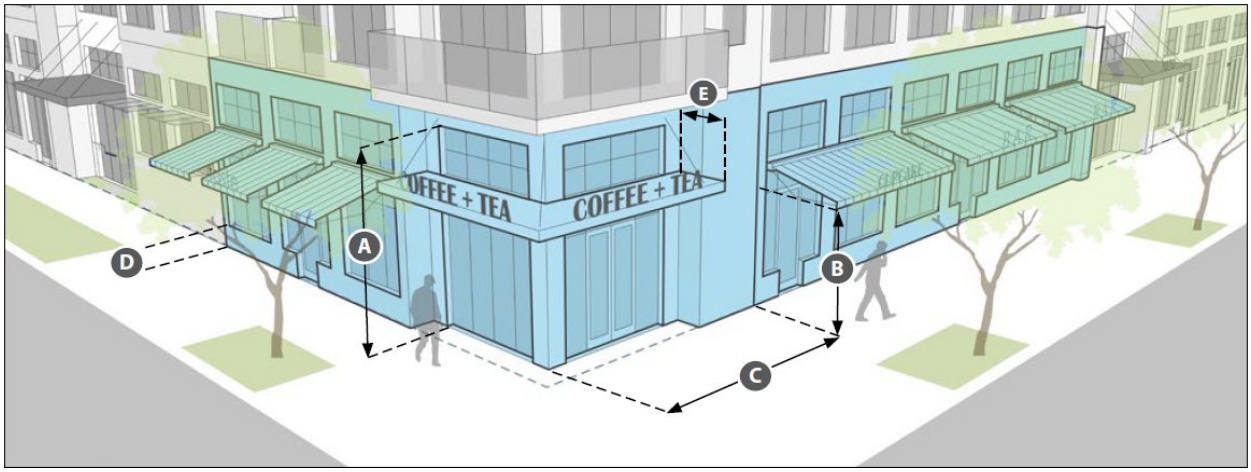
1. Design Standards
    a. Material. Canopies shall be of a simple form, made of metal and/or glass.
    b. Support. Canopies shall be supported either from below by metal brackets, or from above by rods or wires that affix to the wall.
    c. Upper floors. Each individual canopy shall cover no more than 1 window opening.

3.4 Entry Elements

This section regulates the design of Building entry elements such as porches, dooryards, stoops, shopfronts, and lobby entries to the fulfill façade articulation requirements identified in *Section 3.1.3. Massing and Façade Design*.

3.4.1 Shopfront

Figure 3.4-1 Shopfront



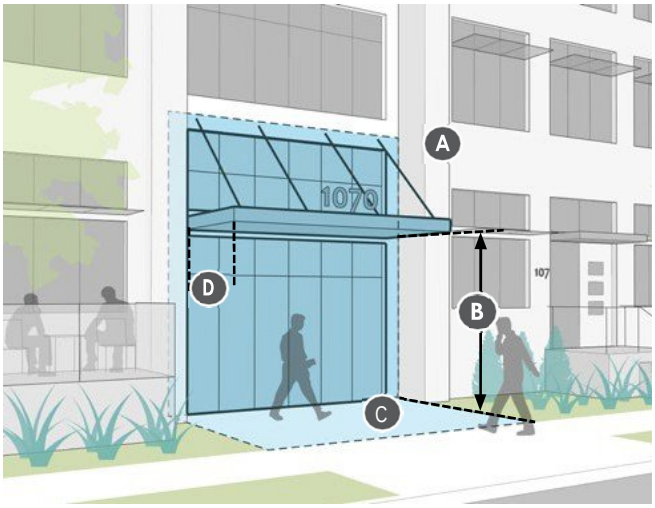
Element Standards	Minimum	Maximum
A. Height to top of transom	12 feet	16 feet
B. Height to bottom of canopy/awning	8 feet	10 feet
C. Width of each shopfront bay	10 feet	25 feet
D. Height of shopfront base	1 foot	3 feet
E. Awning/Canopy Depth	4 feet	Not Applicable

Design standards.

a. Vertical bays. Shopfront openings must align into bays, following the vertical bay specifications in *Section 3.2.3. Massing and Façade Design* of main street standards.
b. Architectural façade elements.
   i. Shopfronts in vertical mixed-use buildings may integrate with Galleries or Arcades.
   ii. Visibility. Windowsills in non-entry bays shall not exceed 2 feet above grade.
c. Setback use and design. Recessed shopfronts without dooryard, terrace, or porch designs shall extend to the property line.

3.4.2 Lobby Entry

Figure 3.3-2 Lobby Entry



Element Standards	Minimum	Maximum
A. Height to top of transom	10 feet	20 feet
B. Height to bottom of canopy/awning	8 feet	Not Applicable
C. Distance to property line	Not Applicable	20 feet
D. Awning/Canopy Depth	4 feet	Not Applicable

Design Standards.

a. Lobby entries shall be visible and distinguishable from adjacent ground floor units and include a minimum of 1 of the following design strategies:
   i. Center placement for symmetry.
   ii. Prominent corner location.
   iii. Incorporate 2 architectural elements (columns, overhanging roofs, canopies, awnings, or ornamental light fixtures).
   iv. Recessed entry.
   v. Entry framing.
b. Main Street massing types.
   i. Lobby entries shall not exceed 20% of the frontage length.
   ii. Allocate the remaining length to shopfronts.
c. Visibility. Lobbies entries shall be visible from the public right of way as follows:
   i. Windowsills shall be no higher than 2 feet above adjacent grade.
   ii. Internal shade devices such as blinds, shades, or curtains are prohibited.
d. A forecourt may be introduced to provide a transition between the entry and sidewalk (forecourt standards are discussed in *Section 3.1.5 Open Space Standards*).

Chapter 4. Architectural styles

Below is a list of Architectural styles which shall be applied. A maximum of 1 architectural style shall be applied to each project.

4.1 Mission-Spanish Colonial Revival
4.2 Craftsman
4.3 American Mercantile
4.4 Tuscan
4.5 Modern
4.6 Farmhouse

4.1 Mission - Spanish Colonial Revival

Influenced by Spanish/Mediterranean and early Californian styles in the late 19th and early 20th centuries, the Spanish Colonial Revival style is asymmetrically arranged and includes low-pitched roofs covered with S-type clay red roofing tiles, wooden frames with stucco siding, and arches above doors, porch entries, and main windows.

Figure 4.1-1 Mission - Spanish Colonial Revival



4.1.1 Form and Massing

Façade Design (Apply all)

a. Asymmetrical façade/elevations.
b. Three or more roof planes.
c. A minimum of 50 percent of the units shall have balconies or window treatments (such as shutters or awnings).
d. Entrances are recessed a minimum 12 inches.
e. Additional details for projects over 4 stories, vertical mixed use, or with more than 15 buildings (requires 2 details):

i. Include 2 add-on projections such as verandas, arcades, balconies, and exterior stairs.
ii. The ends of building massing's shall be stepped down.
iii. One focal point, such as courtyard, tower, or fountain.
iv. Apply wingwalls or columns on the ground level.

4.1.2 Roof

Roof Design (Apply all)

a. Low-pitched (4:12 maximum) cross- or side-gabled roofs. The pitch shall remain constant except for a veranda or arcade.
b. Red, fired, clay tile roofs. Tile types include both Spanish (S-shaped) and Mission (half-cylinder).
c. Hipped roofs shall only be used in combination with gables or on a tower element.
d. Shed roofs are only used in conjunction with verandas.
e. When a flat roof is used, it shall be screened by a parapet that is an extension of the wall plane or by a modified Mansard roof.

4.1.3 Materials and Colors

Materials and Colors (Apply all)

a. Roof tiles shall use terracotta, brown earth tones, or rustic red color palettes.
b. White, cream, or tan stucco wall with smooth (20/30) textured finish (i.e., hand troweled)
c. Wood shall be used as secondary wall material for the following and similar elements:

    i. Posts and exposed beams.
    ii. Railing, spindles, and grille work.
    iii. Shutters, window frames, and doors.

d. If windows have shutters, the shutters' color shall match the accent color that is use for doors or decorative trim.
e. A minimum of 1 wrought-iron element (such as railings, hardware, and gates) shall be used.

4.1.4 Doors and Windows

Door and Windows (Apply all)

a. Accent windows shall be a minimum of 20 percent of the total windows.
b. The primary facade shall include a minimum of 1 arched element.
c. A minimum of 50 percent of the windows shall be casement windows.
d. All entrance-door surrounds shall be banded with ceramic tile, molded plaster, or painted accents.
e. All casement windows and double-hung windows shall have wood frames.
f. Eighty percent of the windows shall have window muntins.

4.1.5 Decorative Details

Decorative Details

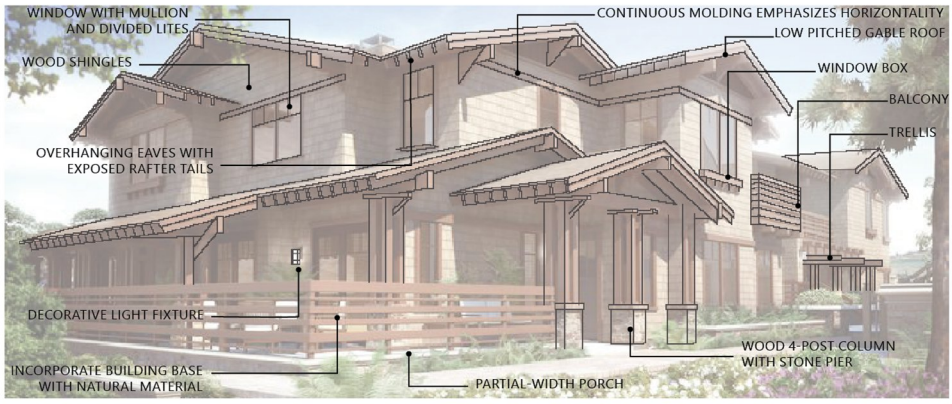
a. All residential projects shall provide a minimum of 4 of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide a minimum of 6 of the following:

i. Entry/front porch or patio.
ii. Decorative tiles.
iii. Clay tile vents.
iv. Wrought-iron balcony railings or support brackets.
v. Dark-metal light fixture and hardwires.
vi. Paired wood (or wood simulated) garage doors with iron hardware.
vii. Verandas, pergolas, or arcades.
viii. Exterior stairs.
ix. Awnings with metal spear supports.

4.2 Craftsman

The Craftsman or California Bungalow style, originating from the early 20th-century Arts and Crafts movement. Notable features include the artful use of wood and natural materials, low-pitched roofs, horizontal orientation, earth-toned colors, exposed rafters, decorative brackets, porches, and columns.

Figure 4.2-1 Craftsman



4.2.1 Form and Massing

Façade Design (Apply all)

a. Asymmetrical facades/elevations.
b. Three or more roof planes on the primary facade.
c. Front-facing gable roofs.
d. Street-facing units shall have balconies or porches.
e. The front lot line façade shall have 2 to 3 materials/colors.

4.2.2 Roof

Roof Design (Apply all)

a. Low- to moderate-pitched gable or hipped roofs from 6:12 to 8:12.
b. Overhanging eaves (minimum 24 inches along primary elevation) with exposed rafter tails or beams.
c. Brackets or knee braces at gabled ends.
d. Use of imitation wood or asphalt shingles.

4.2.3 Materials and Colors

Materials and Colors (Apply all)

a. Brick or stone shall be used in the base.
b. Primary wall materials shall include dark-color wood shingles, clapboard siding, or fiber cement siding and natural materials such as stone or brick.
c. Use of earth-toned color palette, such as browns and greens.

d. The front lot line façade shall have a minimum 3 paint colors: 1 for the cladding ,1 for trim, and 1 for accents such as windows and decorative details.

4.2.4 Doors and Windows

Door and Windows (Apply all)

a. A minimum of 50 percent of the windows shall be casement windows.
b. A minimum of 80 percent of the primary windows shall be multi-paned.
c. A minimum of 2 types/shapes of windows shall be used.
d. Utilize flat wood trims (typically 4½ inches or 5½ inches wide) around the primary windows and entry doors.
e. Window and door trim color shall be different with the color of the walls.
f. Entry doors and garage doors shall have 1 row of vertical or horizontal glass panels.

4.2.5 Decorative Details

Decorative Details

a. All residential projects shall provide a minimum of 4 of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide a minimum of 6 of the following:

i. Stone pier and battered wood support.
ii. Exposed rafter tails and knee-brace brackets.
iii. Dormers on the front façade.
iv. Second-story balcony.
v. Decorative attic/gable vent.
vi. Light fixtures shall be box-shaped, with metal frame and geometric pattern.
vii. Chimneys are visible at the exterior and arranged on a side elevation.
viii. Stained-glass or transom windows.
ix. Covered front porches shall tapered pillars.
x. Ground-level windows shall have muntins.

4.3 American mercantile

This building type began in the late 19th century when, in the process of identifying towns and cities, housing and offices were built over retail stores. This mixed-use strategy is still relevant today as the reurbanization of existing city centers becomes an established pattern.

Figure 4.3-1 American Mercantile



4.3.1 Form and Massing

Façade Design (Apply all)

a. Asymmetrical facades/elevations.
b. Simple, rectangular form.
c. Symmetrical placement of piers, columns, ground-floor storefronts, and openings on upper levels.
d. Transparent windows and doorways shall be no less than 80 percent of the street frontage at the ground level.
e. Multistory facades are divided into base, body, and top, with the ground floor taller than the upper floors.
f. Columns or lintels over openings.
g. Bases are articulated by changes in material or changes in wall plane.
h. Minimal projections or recessions on wall plane.

4.3.2 Roof

Roof Design (Apply all)

a. Flat roof.
b. A projecting cornice or a receding, stepped parapet.
c. Cornice and details mimic and reference historical detailing.
d. Street-facing gable roof with roof pitches at minimum 5:12 unless concealed behind a parapet.

4.3.2 Materials and Colors

Materials and Colors (Apply all)

a. Walls shall be composed of brick.
b. Decorative moldings, cornices, or an applied ornament of stone or cast concrete shall be used.
c. No more than 3 colors shall be used on any given facade.
d. Stucco and clapboard is prohibited.

4.3.4 Doors and Windows

Door and Windows (Apply all)

a. Ground-floor windows and doors shall be large and expansive with a transom.
b. Upper-floor windows shall be double-hung vertically and grouped with a rhythm consistent with the major storefront openings below.
c. Entrance shall have higher bays, recessed entries by a minimum of 3 feet, or different color/materials.
d. Upper-floor windows shall have window lintel and sill.
e. Transom windows above the doors and windows on the ground level.
f. Fifty percent of windows shall have muntins.
g. Upper floor windows shall have a minimum 2-inch recess.

4.3.5 Decorative Details

Decorative Details

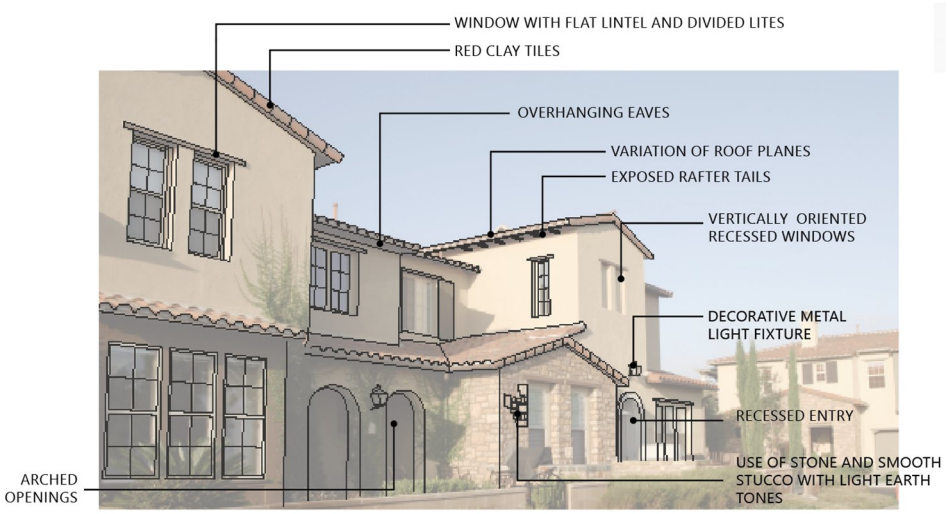
a. All residential projects shall provide a minimum of 4 of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide a minimum of 6 of the following:

i. Awnings, canopies, and second-floor balconies.
ii. Pedimented windows.
iii. Wide window trim with a keystone.
iv. Double-bracketed cornice.
v. Gable roof.
vi. Roof finial.
vii. Transom above door and windows on the ground level.
viii. Metal balcony railing.
ix. Canopy or awning.
x. Recessed entries.
xi. Cast-iron columns.
xii. Shopfront millwork.

4.4 Tuscan

A blend of Spanish Revival and rural Italian elements, this interpretation of traditional Mediterranean architecture features stone and stucco, light earth tones, and red-tiled roofs. Classical elements like columns, arches, and decorative ironwork enhance visual complexity. Italianate references are evident in squared towers and projections. Features include porches, porticoes, and vertically oriented, recessed windows.

Figure 4.4-1 Tuscan



4.4.1 Form and Massing

Façade Design (Apply all)

a. Asymmetrical arrangement of windows and design elements along front lot line.
b. Porches, porticoes and/or Juliet balconies.
c. Recessed entries (a minimum of 3 feet).

4.4.2 Roof

Roof Design (Apply all)

a. Flat or low-pitched hip or gable roof (maximum 6:12 slope).
b. Red-toned clay tiles.
c. Multiple roof levels (at minimum 3).
d. Large overhanging eaves (minimum 12 inches) along primary elevation.

4.4.3 Materials and Colors

Materials and Colors (Apply all)

a. Incorporate rough-hewn stone as accent feature.
b. Flat stucco walls in light earth tones.
c. Use of earth-toned color palette.

d. Brown or beige window frames.

4.4.4 Doors and windows

Doors and windows (Apply all)

a. Single- or double-hung windows shall be more horizontal in proportion, with six-over-six muntin patterns and 5½-inch-wide trim.
b. Casement windows shall be paired with four-pane patterns for smaller windows and eight-pane patterns for larger windows.
c. Vertically oriented rectangular or arched windows arranged in asymmetrical patterns.
d. Casement or double-hung sash with flat or arched lintels.
e. Windows shall be recessed 3 to 12 inches.

4.4.5 Decorative details

Decorative details

a. All residential projects shall provide a minimum of 4 of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide a minimum of 6 of the following:

i. Juliet balconies.
ii. Rafter extensions and brackets.
iii. Stone or stucco window/door trim.
iv. Rectangular or arched wooden door.
v. Arcade or porch at entry.
vi. Decorative ironwork (window grilles, railings, light fixtures, decorative planters).
vii. Arched windows.
viii. Paired decorative wood shutters. Shutters shall be equal to half the width of the window. Shutter styles shall be paneled or louvered.
ix. Use of brick, stone, or wood columns.
x. Stucco or stone chimneys.
xi. Different-color wood trellis.
xii. Arched openings and doorways at the ground level.

4.5 Modern

Modern architecture prioritizes clean lines, geometric shapes, and the use of unconventional or industrial materials such as glass, metal, concrete, steel, and reclaimed materials characterized by extensive large windows, contemporary buildings maximize natural light, and passive solar heating.

Figure 4.5-1 Modern



4.5.1 Form and Massing

Façade Design (Apply all)

a. An irregular, asymmetrical façade.
b. Rectangular structure.
c. Horizontal massing.
d. Straight and continuous lines.
e. Repeating lines and elements.

4.5.2 Roof

Roof Design. Flat or low-pitched roofs (4:12 slope max).

4.5.3 Materials and Colors

Materials and Colors (Apply all)

a. Use of raw and natural materials including wood, concrete, metal, and glass.
b. Traditional materials (such as smooth stucco (20/30), wood, brick, and stone) shall be used as an accent material.
c. Minimum 2 materials on the building facade.
d. Use of color blocking for geometric forms and break up massing elements.
e. Building facade shall incorporate a minimum of 2 of the following as an accent:

    i. Awnings.

ii. Popouts, trellis.
iii. Arbor structures.
iv. Balconies.

4.5.4 Doors and Windows

Door and Windows (Apply all)

a. Large glass doors and/or window openings.
b. Window wrapping around a corner of the building.
c. Narrow aluminum window frames.

4.5.5 Decorative Details

Decorative Details (Apply all)

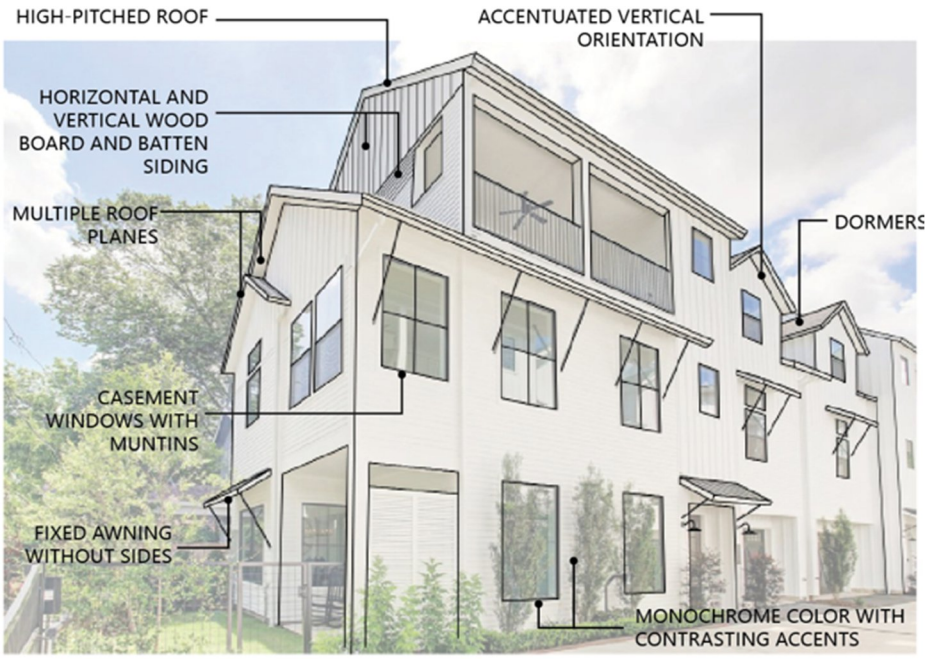
a. All residential projects shall provide a minimum of 4 of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide a minimum of 6 of the following:

i. Metal balcony railings.
ii. Clerestory windows.
iii. Floor-to-ceiling glass door.
iv. Floor-to-ceiling glass windows on the ground level.
v. Roof decks.
vi. Trellis shade structures.
vii. Metal awning.
viii. Roof overhang with exposed wood or steel frame.

4.6 Farmhouse

Farmhouse style utilizes vertical or horizontal wood siding, monochrome colors with contrasting accents, minimal ornamentation, and medium to high-pitched roofs. Minimal detailing includes awnings, porches, and wall-mounted gooseneck lights.

Figure 4.6-1 Farmhouse



4.6.1 Form and Massing

Façade Design (Apply all)

a. Straight exterior lines, geometric form.
b. Asymmetrical massing with a gable at the front of the house.
c. Repeating shapes and lines.
d. Gable roof creating a triangular wall on the ends.
e. Incorporate farm and ranch forms (i.e. barns, silos, sheds, tank houses, and granary towers).
f. Multiple gable and shed roof planes.
g. Geometric forms, industrial materials, and repetition.
h. Covered porches and awnings to break up volumes between lower and upper floors.
i. Variation in projecting wall planes with a minimum 12-inch depth.

4.6.2 Roof

Roof Design (Apply all)

a. High-pitched gabled roof or shed roof (minimum 6:12 slope).
b. Intersecting gable roofs.
c. Dark asphalt shingle, metal roofs, or synthetic slate shingles.
d. Triangular rooflines.
e. Large overhangs (minimum 2 feet in length) above the patio and garage.

4.6.3 Materials and Colors

Materials and Colors (Apply all)

a. Use metal, wood, or masonry.
b. Utilize board-and-batten siding, corrugated panels.
c. Monochrome accents of doors, windows, or architectural features.
d. Stucco is permitted as an accent material.

4.6.4 Doors and Windows

Doors and Windows (Apply all)

a. Windows shall be double-hung with a proportion of 2 or 2½ times taller than wide.
b. Groupings of 2 or 3 double-hung window units.
c. Multi-paned windows.
d. Accent trim around window and door openings.
e. Double-hung or casement windows.

4.6.5 Decorative Details

Decorative Details

a. All residential projects shall provide a minimum of 4 of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide a minimum of 6 of the following:

i. Wide front porch with simple columns.
ii. Covered patio.
iii. Shed or gabled dormers.
iv. Carriage-style garage doors.
v. Dark shutters and window sashes.
vi. Gable brackets, vents, and trim.
vii. Iron-inspired barn-style lighting.
viii. Metal awnings without sides.
ix. Gooseneck light fixtures at the entrance.
x. Large doors and windows to maximize natural light.
xi. Multi-paned windows on the ground-level windows and doors.

Chapter 5. Administration

5.1 Administration of Standards

This chapter provides methodology for the implementation of the Objective Design Standards, including administration, project approval, and appeals. The responsibilities of the City of Ontario Planning Staff shall include administering, interpreting, and enforcing all requirements and standards of this document.

Any terms not defined herein and any issues affecting the design and development of the subject project area not specifically addressed in the ODDS shall be governed by the provisions of the Ontario Development Code.

5.1.1 Interpretation and Severability

Unless otherwise provided herein, any ambiguity concerning the content or application of the Objective Design Standards shall be resolved by the City of Ontario Executive Director Community Development (Director) or his / her designee in a manner consistent with the goals, policies, purpose, and intent established in this document. If any portion of these standards is declared to be invalid or ineffective in whole or in part, such decision shall not affect the validity of the remaining parts of the remaining portions thereof.

5.1.2 Reference Documents

- The Ontario Plan
- City of Ontario Development Code

5.2 Glossary of terms

Alley. A narrow, low-capacity thoroughfare with 1 shared lane and no parking lanes which provides secondary access to all Lots within a Block. Driveways, Parking Aisles, and Fire Lanes are not Alleys.

Arbor (entrance arbor). A wooden structure that is intended to define an entrance into an on-site outdoor space, such as a front yard or parking lot.

Arcade. A facade with a ground floor colonnade supporting the upper stories of the building, intended to provide shade, glare control, and weather protection.

Bay. A facade division comprised of groupings of vertically aligned facade elements, such as shopfronts, windows, awnings, and wall materials that are stacked 1 above the other. Bays can be differentiated from 1 another by changes in material, color, and/or use of architectural elements such as pilasters.

Bay Window. A window or series of windows projecting from the exterior wall of a building and forming an extension, or bay, of the room. Subject to the requirements of the regulating zone, bay windows may encroach into the setback or public right-of-way.

Block. An aggregation of Lots, Passages, Carless Streets, and driveways which are bound on all sides by Streets. Block dimensions are measured along private Street Rights-of-way.

Building Base. The lowermost portion of a building facade that is distinctly differentiated from upper floors or upper wall surfaces. The base of mixed-use buildings consists of the ground floor or, for taller buildings, an ensemble of the first 2 floors. The base of multi-family or office buildings can consist of the entire ground floor, or a low band (three to 4 feet high) comprised of different materials or colors than upper wall surfaces.

Building Length. The length of the building as measured parallel to the front property line

Court. A semi-public, shared open space within a lot, for use by more than 1 resident or commercial tenant. Courts generally provide visitor access from the street to dwellings, retail, or office spaces, and/or buildings within the lot that lack direct access from the street. The degree of enclosure or openness of the court may vary, as per the requirements of each zone and the design intent of the project designer.

Director. The Director of Community Development, or designee.

Drive Aisle. A vehicular lane within a parking lot that provides access to the individual parking spaces.

Driveway. A vehicular lane within a lot that leads to onsite parking.

Encroachment: Structure extending into a required setback area.

Facade: Exterior wall of a building adjacent to a street or public open space.

Facade Increment: Visually distinguished complete facade composition.

Fenestration: Transparent glass openings in a building face.

Fire Lane: On-site right of way for emergency vehicle access.

Forecourt: Open space extension into a lot, defined by building faces.

Frontage, Private: Building facade and area between it and property line along a street.

Frontage, Public: Area between street-adjacent property line and the first travel lane.

Gallery: Ground-floor colonnade providing shade, glare control, and weather protection.

Green: Publicly accessible open space at the intersection of streets, landscaped for recreation.

Ground Floor: Building floor nearest to the existing grade around the building.

Height, Building: Height measured from finished grade at any property line along the street.

Loggia: Colonnaded or arcaded space within a building, open to the air on 1 side.

Lot: Portion of land for allowed development, synonymous with "property" or "design site."

Lot Line: Front, side, or rear boundary of a lot, synonymous with property line.

Massing (or Facade) Increment: Segment of a building facade divided into visually discrete compositions.

Passage: A pathway designed for pedestrians on a property, like a Paseo, but may not extend through an entire block.

Parking Court: A public space between buildings designed for surface parking.

Pergola: A wooden structure intended to provide shade or define an entrance into an on-site outdoor space.

Pier, Shopfront: The vertical elements on either side of a shopfront bay.

Place Types: A classification of urban environments based on streetscape and building character, including attributes such as building placement, height, frontage, land use, density, and streetscape design.

Plaza: An open space at the intersection of important streets for civic and commercial activities. Sizes range from one-half (1/2) acre to 2 acres, defined by surrounding buildings and typically paved with arranged shade trees. Amenities may include fountains and food kiosks.

Primary Access: The principal means of approaching and entering a building or property.

Primary entrances: Typically referring to front doors, including direct access into a ground floor residential unit, nonresidential space, common lobby, or zaguan leading to a court.

Privacy Windows: Windows that are either opaque and unopenable or start at minimum 6 feet from the floor.

Public Open Space: Off-street outdoor space owned by the city for public use or on a private parcel adjacent to a right of way, functioning as a public space.

Publicly Accessible: Open spaces or streets open/available to the public, whether publicly or privately owned.

Shopfront: A ground-floor frontage assembly with large transparent windows, a conspicuous entrance leading directly into the unit, spatially defined by vertical elements called piers.

Side, Lot Line: Any property line shared with a neighboring property when there is no public open space between them.

Side yard: The portion of a parcel extending from the front property line to the rear property line and between the side property line and the closest side of the principal building. It may also be designed as open space.

Story height: The vertical distance from floor to ceiling, measured from the top of the floor finish to the bottom of the ceiling joists for the topmost story.

Street: A right of way defined as a street, excluding paseos, driveways, parking aisles, fire lanes, and alleys.

Street, Front: The side of the lot adjacent to a street, a property may have multiple fronts.

Street, Side: (Applicable only to corner lots) The side of the lot adjacent to a street or public open space that is not considered the front.

Trellis: A wood or metal frame supporting thin overhead wooden or metal strips or latticework, providing shade and supporting climbing plants. It may be freestanding.

5.3 Checklist

Reserved for future use

CITY OF ONTARIO *Agenda Report* **May 21, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Economic Development Prepared By: Charity Hernandez Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE FOR THE GRANADA THEATER REVITALIZATION PROJECT**

RECOMMENDATION: That the City Council conduct a public hearing and adopt a Resolution of Necessity declaring that the acquisition of a fee simple interest in certain real property located at 301 North Euclid Avenue, more particularly described as Assessor Parcel No. 1048-566-07 ("Property"), is necessary for the rehabilitation of the Historic Granada Theater.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: If approved, appropriations will be included in the next Annual Budget to City Council for approval as needed for acquisition costs. The deposit necessary to file the Resolution of Necessity for prejudgment possession of the Property is approximately $3,295,000.

BACKGROUND & ANALYSIS: The City of Ontario is in the process in revitalizing its historic downtown into an 18-hour day, which means there will be a variety of eateries, retailers, and activities from morning to night. As part of this, the City is also attracting day-time employees and more residents through new mixed-use and apartment development to support the new businesses anticipated to open in Ontario.

The Property, at 301 North Euclid Avenue, consists of one parcel located on the northwest corner of Euclid Avenue and “C” Street in Ontario, California, as shown in Exhibit 1.

The City obtained an appraisal of the Property from Bradford D. Thompson, MAI, AI-GRS, SR/WA, and Scott J. Thompson, MAI, AI-SRS, SR/WA of Thomson & Thompson Real Estate Valuation and Consulting Inc., and made an offer of just compensation to the property owners for the acquisition pursuant to California Government Code section 7267.2.

A litigation guarantee was ordered to determine and confirm the identity of the record owner. Following

a standard public records request and due diligence search for ownership information, a notice of this public hearing was mailed to the affected property owner.

The power of eminent domain is used by the City only as a last resort to obtain interests necessary for projects after 1) negotiations have stalled, or 2) the owner has requested that the City proceed directly to eminent domain for tax or other advantages, or 3) the eminent domain process is necessary to clear title to the property. In this case, an offer of just compensation was made to the owner for the full Fair Market Value, as determined by an independent appraisal. California's definition of Fair Market Value is one of the most inclusive definitions in the United States and requires the appraiser to consider the highest and best use of the property and to consider the highest price a willing buyer and seller would agree to. The City's appraisal must use this definition of Fair Market Value.

Here, the property is currently the subject of a quiet title lawsuit, which resulted in the property being placed in receivership. The City's offer was communicated to both the receiver and the owner. The receiver is in the process of being discharged, and City Staff and legal counsel will continue with efforts to negotiate a voluntary acquisition with the owner.

DESCRIPTION OF PROPERTY TO BE ACQUIRED: The Property affected by the proposed acquisition is located within the City of Ontario, 301 North Euclid Avenue, Ontario, California 91764, and more particularly described as Assessor Parcel Number 1048-556-07.

HEARINGS AND REQUIRED FINDINGS: The recommended actions of the City Council pertain to the acquisition of a fee simple interest in the Property owned by Overland Direct, Inc., a Nevada corporation. A true and correct of the legal definition, legal description, and map of the Property sought to be acquired is attached to the Resolution of Necessity as Exhibit A.

California eminent domain law provides that a public entity may not commence an eminent domain proceeding until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

Since an agreement has not been reached with the property owner, it is necessary to acquire the property by eminent domain to meet critical project deadlines. Pursuant to Section 1245.235 of the California Code of Civil Procedures, a notice of this hearing was sent by first class mail on May 3, 2024, to the record owner, and stated the City's intent to consider the adoption of a resolution, the right of the property owner to appear and be heard and notice that failure to file a written request to appear may result in a waiver of the right to appear and be heard.

The above four required findings are addressed as follows:

The Public Interest and Necessity Require the Proposed Project

The Property is improved with a commercial/office/theater building known as the Historic Granada Theater, Local Landmark No. 23, designated on January 20, 1998. The building was built between 1926

and 1927 and contains 22,000 gross square feet, has three floors and a small basement area. In its current state, the Property is underutilized and dilapidated. The Theatre is an important element to the future of Downtown Ontario. Given its rich history dating back to the 1920s, and the potential to offer community programming that will support the economic development goals of downtown, the City seeks to acquire a full fee interest in the Property to allow for the rehabilitation and activation of the Historic Granada Theater. Essential public programming in the theater will include activities such as practices and performances by the local symphony, use by our Recreation & Community Services Theater troupe, hosting authors and scholars for lecture series, and hosting library summer reading performers.

The Project is Planned or Located in a Manner That Will be Most Compatible With the Greatest Public Good and the Least Private Injury

The proposed Project will support the City Council's goals and objectives and implement land use and development goals as stated in the Policy Plan component of the General Plan. The proposed Project is intended to minimize impacts on performing private assets in Historic Downtown Ontario particularly along Euclid Avenue while allowing for joint development opportunities with investment partners. The Property to be acquired is best suited for the Project and will cause the least private injury. To move this Project elsewhere would require significant land use policy changes, cause a greater impact on local property owners, and would effectively be cost prohibitive.

The Real Property to be Acquired is Necessary for the Proposed Project

The Property affected by the proposed acquisition is located within the City of Ontario, at 301 North Euclid Avenue, Ontario, CA 91764, Assessors Parcel No. 10480-566-07 (owned by Overland Direct Inc.). The acquisition is necessary to allow for the Historic Granada Theater Rehabilitation Project, in Ontario, California.

The Offer of Just Compensation Has Been Made

An appraisal was prepared by Bradford D. Thompson, MAI, AI-GRS, SR/WA, and Scott J. Thompson, MAI, AI-SRS, SR/WA of Thomson & Thompson Real Estate Valuation and Consulting Inc., to establish the Fair Market Value of the fee interest of each Property the City is seeking to acquire. An offer of just compensation was made to the record owners to purchase the fee interest in the Property to be acquired, as established by the approved appraisal and as required by Section 7267.2 of the California Government Code. Although negotiated settlements may still be possible for the fee interests cited above, it would be appropriate to commence the procedures to acquire the necessary interest through eminent domain.

ENVIRONMENTAL ANALYSIS: Pursuant to the State of California Environmental Quality Act Guidelines Section 15183 there has been compliance by the City with the requirements of the California Environmental Quality Act.

RESOLUTION NO. _____

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 301 NORTH EUCLID AVENUE, IN ONTARIO, SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS APN: 1048-566-07, FOR PUBLIC PURPOSE.

WHEREAS, the City of Ontario (the "City") proposes to acquire, by eminent domain, a fee simple interest in certain real property located at 301 North Euclid Avenue, in the City of Ontario more particularly described as Assessor Parcel Number 1048-566-07, for the Granada Theater Revitalization Project in the City of Ontario, San Bernardino County, California, pursuant to the authority granted to it by Section 37350.5 of the California Government Code; and

WHEREAS, pursuant to Section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, May 21, 2024, at 6:30 p.m. at the Ontario City Hall, Council Chambers, 303 East “B” Street, Ontario, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in Section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to Section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. **Compliance with California Code of Civil Procedure and California Environmental Quality Act.** There has been compliance by the City with the requirements of Section 1245.235 of the California Code of Civil Procedure and is found to be categorically exempt pursuant to State Guidelines Section 15331 of the California Environmental Quality Act.

SECTION 2. **Public Use.** The public use for which the real property interest is being acquired is for the Granada Theater Revitalization Project in the City of Ontario, San Bernardino County, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain real property necessary for such purposes.

SECTION 3. **Description of Property.** Attached and marked as Exhibit A is

the legal definition, legal description and map of the interest to be acquired by the City, which describes the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

SECTION 4. **Findings.** The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed project;

(b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The property defined, described and depicted in Exhibit A is necessary for the proposed project;

(d) The offer required by Section 7267.2 of the California Government Code was made.

SECTION 5. **Use Not Unreasonably Interfering with Existing Public Use:** Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the fee interest subject to such existing public use(s) pursuant to Section 1240.510 of the California Code of Civil Procedure.

SECTION 6. **More Necessary Public Use.** Some or all of the real property to be acquired may be subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to Section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. **Further Activities.** Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest

possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the subject real property.

SECTION 8. **Effective Date.** This Resolution shall take effect upon adoption.

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

PASSED, APPROVED, AND ADOPTED this 21st day of May, 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 May 21, 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 May 21, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

Schedule A

Liability:	$15,000.00	Premium:	$420.00

1. Name of assured:

   City of Ontario

2. Date of Guarantee: 9/15/2021

3. This Litigation guarantee is furnished solely for the purposes of facilitating the Filing of an action to:

   Receivership purposes

4. The Estate or interest in the land which is covered by this Guarantee is:

   A Fee

5. Title to the Estate or interest in the land is vested in:

   Overland Direct, Inc.

6. The Land referred to in this Guarantee is described as follows:

   Lots 10, 11, and 12, Block 28, Town of Ontario, in the City of Ontario, County of San Bernardino, State of California, as per Map recorded in Book 9, Page 43, of Maps, in the office of the County Recorder of said County.

Parcel No.: 1048-566-07
Also Known as: 301 North Euclid Avenue
Ontario CA 91762

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

REVISED
10/04/05 GL
12/05/05 KC

1048 – 56

City of Ontario
Tax Rate Area
4051

Ptn. Town of Ontario
M.B. 9/43

Assessor's Map
Book 1048 Page 56
San Bernardino County

Ptn. S.E.1/4, Sec.19
T.1S.,R.7W.

October 2004

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Description: San Bernardino,CA Assessor Map - Book.Page 1048.56 Page 1 of 1 Only
Order: 150-2284384-05 Comment:

EXHIBIT “1”

301 NORTH MOUNTAIN AVENUE

